# **Exhibit 29** (PART 2 OF 2)

# PURCHASE AGREEMENT

PURCHASE AGREEMENT

AGREEMENT made as of Angulat 17. 2014 between 135 WEST 52<sup>10</sup> STREET

OWNER LLC, maintaining an office at 161 Seventh Avenue, New York, 10018

("Spontson"), and One Thirty Five 31C LLC residing all of Rheam Bell & Mermelstein, LLP, 302

5th Avenue, 8th Floor, New York, New York 10001 ("Purchaser").

Purchager's Attorney: Christine Bell, Esq.

Address: Rheem Bell & Mermelstein, LLP

302 5th Avenue, 8th Floor

New York, New York 10001

Telephone: (212) 239 - 4001 (x102) Fax: (212) 238 - 4125 Email: Christine@rbmllp.com

Percentage of Common Interest: 0.6800% Common Charges: \$1,521.88 per month

Residential Percentage of Common Interest: 0.9122%

Co-Broker. One and Only Realty, Inc. (Gennady Perepada)

Real Estate Taxes: \$2,130.36 per month; B.I.D. Tax: \$18.81 per month;

Real restate saxes; &c.1,50.3 ber month;

Sponsor egrees to self and convey, and Purchaser agrees to purchase, unit No. 31C ("Unit") in the building ("Building") known as 135 WEST 52." STREET Condominium ("Condominium") and located at 135 WEST 52." STREET, New York, New York 10019, together with a 0.8800% undivided interest in the Common Elements appurtenant hierote, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominium Ownership (as the same may be amended from time to time, the "By-Laws") of the Condominium.

1. Purchase Prior, exclusive of closing adjustments and costs referred to In Paragraphs 12 and 13 below (Purchase Price\*) is \$3,255,000.00, payable as follows:

(I) \$525,750,00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to

collection, the receipt of which is hereby acknowledged, to be held in earow pursuant to paragraph 5; and (ii) \$2,996,250.00, constituting the balance of the Purchase Price (Balance'), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or frust company authorized to accept deposits in New York States. All checks in payment of the Downpayment shall be payable to the order of Sponsar (or as Sponsar otherwise directs).

(c) All checks that be unerdorsed, made payable to the state of the Purchase Price shall be payable to the order of Sponsar (or as Sponsar otherwise directs).

(c) All checks that be unerdorsed, made payable to the direct order of Rosen Livingston & Cholet LLP, as Escrow Ageni' or (as to the Balance) is "135 West 52"0 Street Owner LLC" or such payees as Sponsor may direct on not less then two (2) business days' prior or all or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payee; they may not be endorsed.

(including, without limitation, amendments involving any changes, medifications, or updating of the projected Common Charges, the projected real estate taxes to be paid by Purchaser, or Schedule B 'Budget for the Flist Year of Condominium Operation'). Except in the case of material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendments shall notifier excuse Purchaser from performing Purchaser's collagations hereunder nor entitle Purchaser to any offset or credit against the Purchaser Price or claim of right of action against Sponsor, and any such amendment may be field by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unitaterally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents thereto in willing.

(d) The Plan is hereby incorporated in this Agreement with the came force and effect as if set forth at langth. In the event of any inconsistency or conflict between the provisions of the Sagnement and to be contained in the Plan, the provisions of the Plan shall govern and be binding; Purchaser acknowledges having had full opportunity to examine all documents and investigate all statements made herein and in the Plan.

investigate all statements made nerein and in the man.

4. Bersonal Property
(a) At dosing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if any), hardware and other fixtures and equipment.

Installed therein as set forth in the Plan.

Sportson has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of those referred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unturnished, without window blinds or shades. Furniture, floor coverings, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser admovedages and agrees that he is not relying thereon. Sponsor shall not be liable for minor variations from any floor plans or structures.

(c) Seles model spartments ment, at Sponsor's option, be sold furnished at a later date but will initially be withheld from sale.

(d) There will be no modifications or extras unless agreed to in writing by the perties. All modifications and atterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (psyable in the marrier to be set furth in an addentivan to this Agreement or by separate agreement between Sponsor and Purchaser).

S. Purchase Monles to be Held in Trust.

(a) The law tirm of Rosen Livingston & Cholst LLP, with an address at 275 Madison Avenue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Morton H Rosen, Peter I. Livingston, Mary L. Kosmark, Bruce A. Cholst. All designated signatories are admitted to practice law in the State of New York. Netther the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thersof, or have any beneficial interest in any of the foregoing.

(b) The Escrow Agent has established the escrow account at Signature Bank, lucated at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactority performed those obligations stated in the Plan and Inis Agreement to be performed by Sponsor prior to clossing and, unless otherwise set forth therein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if enty) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogetion of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of Law.

Law.

(e) Purchaser is not required to pay the Balance or accept little to the Unit unless all of the prerequisites set forth under Terms of Sale - Prerequisites to Closing of Title\* in Part I of the Plan are met concurrently with, or prior to, closing.

# Definitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building localed at 135 West 52<sup>to</sup> Street, New York, New York 10019.

10019. 
(b) "Closing Date", "closing", "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchase runder this Purchase Agreement, Including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (lee simple title) to the Unit on

the terms set forth in this Agreement.

(c) "Condominium" shall mean The 135 West 82<sup>100</sup> Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 82<sup>100</sup> Street Condominium establishing condominium exercising of the Property, as same may be amended from time to

time.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Phan" shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) "Property" shall mean the Building, the land upon which it is erected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable title Insurance company licensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

# Plan

Pian

 (a) Purchaser represents that Purchaser has possessed the Pian and any filed tendments thereto at least three (3) business days prior to submitting this Purchase

Agreement; or

(b) In the event Purchaser does not wish to wait three (3) business days) Purchaser has the right to reschied this Purchase Agreement by sending written notice of his readsston to the Selling Agent by certified or registered mail, return receipt requested (and post-marked), or the personal delivery to the Selling Agent, with seven (7) days of submission of his Agreement (time being of the essence to exercise such right of resdesion within such seven (7) day redner!

period).

(p) Purchaser hereby edopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Ospariment of Law) and express to shide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor

of New York. The escrow account is antilled "[Purchaser's Name] Rosen Livingston & Cholst LLP Escrow Agen!" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the crow Account, and released in accordance to the terms of a written agreement between

The interest rate for all Deposits made into the Escrow Account shall be the provailing rate for such accounts, which is currently 0.2%. Interest shall begin to account upon placing the Deposit into the Escrow Account. All Interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall be ar all costs associated with the meintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and destrad. Sponsor will be liable to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as 'interest'.

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of title to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all interest on monies deposited hereunder. It is possible the Purchaser may not receive interest on the Down Payment for the entire month in which the closing is acheduled to occur. The Sponsor and Selling Agent will not be liable to Purchaser has the amount of such Interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with sections 352-4 (20(b)) and 352-h of the New York General Business Lew and with Section 71-a(3) of the New York Lion Law.

6. Closing of Title

(a) The closing of Dible shall occur on the date and at the time and place in the City and state of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless waived by Purchaser). Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time for closing.

Purchaser shell be entitled to one (1) adjournment of the closing not to exceed five (5) days (the "Adjourned Closing Date"). The closing adjustments stated in section 12(a) shall not accrue unless Purchaser falls to close on such Adjourned Closing Date. Such adjournment must be exercised no less than two (2) days prior to the scheduled closing date.

amount to be initially deposited at closing and the amount of the monthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of title and the date upon which the taxes and other charges or impositions next due are to be paid and the lender's estimate of the emount of the taxes and other charges or impositions then payable; and (y) all other charges or impositions then payable; and (y) all other charges or impositions then payable; and (which costs and expenses may include the fees of such lender's counsel), in amounts to determined by the lender. Sponsor makes no representation or warranty as to the nature or amounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lender with respect thereto;

theretor;

(wi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Salling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees

Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise in writing;

(vill-purchaser will pay to Rosen Livingston & Cholst LLP, Sponsor's counsel, a fee of \$2,000.80 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Attorney, additional dosing documents and for coordinating and attending the dosing;

(vill) If Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Cholst LLP, than the dosing will be held at the office of Purchaser's lander or such lender's counsel on condition that the dosing is held in the City of New York and Purchaser pays Rosen Ethingston & Cholst LLP, than altitude to the closing is held in the city of New York and another borough. If the closing is held in Manhattan or \$700.00 if the closing is held in another borough. If the closing attended by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP an ladditional travel and attendance fee in the same amount as stated above for each attendance.

ettendance;
(vill) Mourchaser is other than a natural person, Purchaser will be required to provide
a personal guaranty of Common Charges and other charges due to the Condominium and
Purchaser will pay Rosen Livingston & Choist LLP a fee of \$500.00 for preparation of auch

r-urchiser will pay Kosen Livingston & Chold LLP a fee of \$500.00 for preparation of auch Guarenity.

(b) if Sponsor arranges a partial assignment of mortgage from its construction lender as othat Purchisear can evoid puying mortgage fax, Purchaser shall pay Rosen Livingston & Chold LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and (d) Flurchaser will pay the New York State Real Estate Transfer Tax (documentary stemps) to be affixed to the dead, the New York City Real Property Transfer Tax and (if applicable) the real (1%) persent "manston tax".

(e) Furchaser will pay to 135 West 52" Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the deformentioned costs, fees such charges are cumulative.

The payments described above shall be psyable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check drawn on a member bank of this New York Clearing House Association made payable directly to the appropriate party-erif co-disorate by the Sponsor-by-wire-transfer.

14. Power of Attorney to Condominium Board, Sponsor, Rotall Unit Owner and minercial Unit Owners

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the deed is delivered to Purchaser et closing, (b) All other risk of loss prior to ckestig has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. N Sponsor or liability of Sponsor lor repair the damage or restore the Unit or its contents. Sponsor or liability of Sponsor lor repair the damage or restore the Unit or its contents. Sponsor or liability of Sponsor letter to repair the loss or damage, this Agreement shall continue in full force and effect, Purchaser shell not have the right to reject life to the Unit or to receive a credit against, or abstement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (t) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the casualty; (fi) its essential services (such as gas, electricity, and heat) and a reasonable means of linguess and egness to the street have been restored; and (till) arms is not layer removed of record), other than those that are the obligations of Purchaser to cure or linal are caused by the act or omission of Purchaser, its licensees; invitees and/or workers. (Sponsor will endezov in good hith, and with reasonable diligence, to remove or cause to be removed subsequent to dowing all violetions of record it is obligated to correct.) Any proceeds received from insurance, or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or of other Unit Owners). If such proceeds are paid to Purchaser, Purchaser's shall promptly furn them over to Sponsor upon request. The provisions of the two procedin

17. has pectron of Unit

17. has pectron of Unit

18. layer len (10) deys before the Balance is to be paid, Sponsor or the Salling Agent shall nollly Phichaser that the Unit is ready for inspection. Upon receipt of the notice, Puchaser shall promptly arrange an appointment with the Sponsor or the Salling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duty authorized agent shall attend sich inspection and shall complete, date and sight the inspection Report (in the form of sight as 2-bit bit to this Agreement) and disher same to the Sponsor or Salling Agent at the conclusion of the Inspection. Fallure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of sall notice or to so sign and deliver the completed Inspection Report shall not excase Purchaser from paying the Balance when due (without provision for excrevy) and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set fort) in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Dadaration and By-Laws, Purchasar acknowledges that (i) the Unisold Residential Units, the Commercial Units and the Retail Unit may be used for any lawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the

represchalive of the Illie insurance company insuring Purchaser's title to the Unit (or, if no represchalive is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owner end the Commercial Unit Owner end the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to

15. Events of Default

(a) The following shall consiliute "Events of Default" heraunder

(i) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 6 herein or to limely pay the applicable Rosen Livingston & Cholst LLP dosing lee or any applicable travel and disendence fee or any other closing costs, adjustments or expendes payable to Sponsor or Rosen Livingston & Cholst LLP pursuant to paragraphs 12 and 13 above; or

(ii) the dishonor or failure of collection of Purchaser's Down Payment check; or

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cancel this Purchase Agraement by giving Purchaser written notice of cancellation. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of notice of cancellation to are the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not curred within such thirty (30) days period, then this Agreement shall be deemed cancelled and Sponsor shall have the right to retain, as and for figuidated damages, the Liquidated Sum. Any starts in excess thereof, logether with any Interest Thereon, shall be returned to Purchaser after cancellation.

have the right to retain, as and or regulated seminators, which is prevented to Purchaser after cancellation.

Note/fibstanding the foregoing, if Purchaser's check to payment of the Down Payment is dishonored or falls of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (I) not allow Purchaser any grace period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have waived its right to see Purchaser of the dishonored or uncollected check; or (II) allow Purchaser lithing (30) days in which to make good Purchaser's Down Payment and if Purchaser falls to so do within such thirty (30) days period, to see Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be liable to reimburse Sponsor for all tiligation costs and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the toregoing, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

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Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

18. No Representations

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any architect's plans, seles plans, furnishings and fixtures contained in model units, selling brochures, advertisements, represeltations, warranties, statements or estimates of any nature whatsoever, whether written or one, made by Sponeor's Salling Agent or others, including, but not firmled to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms or dosets therein contained or any other physical churedichitics therein, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to any income tax deduction for any real estate baxes or motingage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented herain or in the Plan (Purchaser) and purchaser's own exemination and investigation thereoff. No person has been authorized to make any representations on behalf of Sponsor. No oral expresentations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to parchase the Unit, without offset or any datur against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereoff, or the Common Elements, as shown on the floor plans, is accurate or correct, provided the layouts and dimensions conform substantially to such licon plans and (b) that Purchaser shall not be relieved of any of Purchaser's bodilgations hereunder by reason of any minor inaccuracy or error. The provisions of his paragraph shall survive the closing of title.

of this plangraph shall survive the closing of title.

19. Negotiable Terms
Sporker reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase forms than those offered or given to other purchases. As a result, Purchaser may not benefit from a more favorable purchase term given to enother purchaser and will not have be right to restind this Purchase Agreement or recover his Down Payment or eny other amount for not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated, purchase price; the amount of the Down Payment for failure to obtain financing or to close by a specific idate; the closing date and minimum notice required to schedule the closing, suppreded appliances, futures or equipment or other alterations, improvements or additions to be performed by and at the expense of Sponsor; excusing a purchaser from closing costs and/or penalties for closing late; longer time periods to pay or perform obligations under the Purchase Agreement, tellmination of "time of the essence" provisions; price or common charge rebates; assumption of payment of, or guarantee of, common charges for a given period; Sponsor financing (provided an amendment to the Pien containing the terms thereof is duly filled; tellowances or credits against the purchase price for decorations; to install applicances or folkures and grathing to Purchaseer the benefit of any one or more favorable terms offered or given to another purchaseer.

20. Notices
All holices, elections, consents, demands and communications (collectively called "notices" or individually called "notice") shall be delivered personally or given in writing by registered or certified mall, return receipl requested, postage prepaid, and, if sent to Purchaser, addressed to Purchaser's Attendances given above, with a copy to Purchaser's attempt, and, if sent to like Sponsor, addressed to the Sponsor at c/o Rosen Livingston & Cholst LLP, 275 Madison

Purchaser's money, and may not be comingled with any other money or pledged or hypothejcated by Sponsor, as per GBL § 352-h.

i. Under no circumstances shall Sponsor seek or accept release of the Deposit of a defetiting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Lew. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(e) purstant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to peregraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not (tiever from hiting (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit and the Escrow Agent has not day period, the Deposit and be released and the Escrow Agent receives a written notice to both parties informing them of sald release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thifty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall not be the right at any time to deposit the Deposit contained in the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Agent and the county where the Unit is located and shall give written notice to both parties of such deposit.

ne Sponsor shell not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in eccordance with an offer of rescission ed in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment ebandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Any provision of the (Purchase Agreement/Escrow Agreement) or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Eccrow Agrel holding any Deposit in truet is absolutely void. The provisions of the Attoney General's regulations and GSL §§ 352-e(2-b) and 352-b concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

L Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

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IN WITNESS WHEREOF, the participation writion.	es have executed this Agreement as of the date first
SPONSOR: 135 WEST 52 <sup>10</sup> STREET OWNER	PURCHASER: ONE THIRTY RIVE STOLLE
Ety: By: Meyer Chabil, Principal	By Brown Vella
By:	- letone Vella as Director of Mitchen Holdings Limited, Sole Mamber of One Thing Pive 31C LLC
Purchaser) Date Acceptants 41014 St. (25,000.3)	, t
(Please initial on line and print or type name under line.)	_
	Indian Core Titley Res 310 LLC
Delivery of Purchase Agreement and Check for Down Payment at  On	
	• . •
: •	
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A fiduciary relationship shall exist between Escrow Agent and Purchaser, and nt acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-Escrow Agent b) and 352(h).

become Agent to Manufacture in the Committee of the Commi

Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance. R. Sponsor agrees to defend, indemnify, and hald Escruw Agent hamiless from and against all costs, dalms, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's dries under this Purchase Agreement except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disrepert of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and automays' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to Itself.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) Instrument. This Agreement may be executed by facalfulle or .pdf and such shall be deemed originals.

[Signature page follows]

IN WITRIESS WHEREOF, the parties have PURCHARER: ONE THIRTY FIVE \$10:LLC Brown Jello lword Valls as Director of Michae Holdings United Both Marrior of One Traity Free 810 LLC Final Cather Principal (\*Pièces lottel on line and print or type name under line.) ing Pian a One There have and LLC Delively of Parphages Agraemient and Check fo Agreement and Cross
Down Poyrient et
on 2014

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	Item	Exceptions (if any)	Purchaser's Initials	
	(m)	Bathroom sinks:	<del></del>	
	(n)	Water closel:		
	(0)	Bathlubs;		
	(p)	Bathmom tile:		
	(q)	Hardware:		
		(doorbell, doorknob, faucets, locks,		
	(r)	elc.) Intercom:		
2.	Gen	eral Operating Condition;	•	
	(a)	All Doors:		
		All Windows:		
	(c)	All Plumbing:		
	(d)	All Hardware:	- <del></del>	
	(e)	Other:		
epair, hall no hereof lelivery express pon th hall be lesign contain condor rice ( letwith fery trees	adjust be of its of its of its one consisted in ninium without standing your constant of the c	with each item excepted above (if an imment or correction of sense. The un obbligated to make any repairs, adjuste. Instrues, appliances, equipment, lossessession of the Unit to the unde cepted above and your obligation repleition of the repair, adjustment or astrued to excuse Sponsor from its obtained to excuse Sponsor from its obtained to excuse Sponsor from its office extent required in the section of the Offiching Plan for Condominum. The undersigned shall be require at the provision for an escrow) and ing the presence of any exceptions.	designed understands and ag- tents or corrections to the Unit's contained therein, from or alta- signed, except as to those if arting any scott excepted item orrection of same. Nothing con- (gations to correct defects in cr light and of hights and obligations to Ownership of the 136 Wes to complete the payment of	rees that you or any portion er the date of terms (if any) is shall cease a shall cease of Sponsor of Sponsor it 52 <sup>rd</sup> Street the Purchese
urcha	ser's l	Signalure	Ву:	
		23		

Purchaser's Attorney: Allison G. Fung, Esq.

Address: 136-20 38th Avenue #11D

Flushing, New York 11354

Telephone: (718) 321 - 7000 Fax: (718) 762 - 7679 Email: agfasa@gmeif.com

Percentage of Common Interest: 0.6900% Common Charges: \$1,554.26 per month

Residential Percentage of Common Interest: 0.9316%

Co-Broker: Block and Lot Real Estate Management, Inc. (Liangshi "Michael" Mel)

Real Estate Texes: \$2,175.68 per month; B.I.D. Tax: \$19.09 por month;

Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 32A ("Unit") in the building ("Building") known as 135 WEST 62<sup>th</sup> STREET Condominium ("Condominium") and located at 135 WEST 52<sup>th</sup> STREET, New York, New York 10019, together with a 0.9900% undivided interest in the Common Elements appurtment thereto, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated, in the Declaration of Condominium Ownership (as the same may be amended from time to fime, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to

1. Purchase Price

(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$3,500,000,00, payable as follows:

(i) \$\$40,000.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in esorraw pursuant to peragraph 5; and

(i) \$3,080,000 to constituting the balance of the Purchase Price ("Belance"), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the dead as harshafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or trust company authorized to accept deposits in New York States. All checks in payment of the Demynayment shall be payable to the order of Escrow Agent (as hereinafter idend). All checks in payment of the beliance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion thereof in "immediately available funds" (i.e. by wire transfer to a bank account designated by Sponsor).

(c) All checks shall be unendorsed, made payable to the direct order of Rosen Livingston & Cholet LLP, as Escrow Agent" or (as to the Balance) to "135 West 250" Street Owner LLC" or such payaes as Sponsor may direct on not less than two (2) business days" prior oral or written notice to Purchaser. All checks shall be drewn on a bank that is a member of the New York

Exhibits submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real state taxes to be paid by Purchaser, or Schedule B "Budgel for the First Year of Condominium Operation"). Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, my such amendment shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser for the or claim or right of action against Sponsor, and any such amendment may be filled by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unilaterally cancel this Agreement except as herein provided (such as in the case of an incremed default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents thereto in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan thall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents and investigate all statements made herein and in the Plan.

4. Personal Property

(a) At closing, the Unit will contain only those appliances, counterfope, cabinets, flooring, clinks, vanities (if enty), air conditioning units (if any), hardware and other factures and equipment installed therein as set forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, iloring and factures in place of those referred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor coverings, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sate except to the extent set forth in the Plan. Any floor plane or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser extended agrees and agrees that he is not rolying thereon. Sponsor's shell not be liable for minor variations from any floor plane or structures.

(c) Sates model apartments may, at Sponsor's option, be sold furnished at a later data but will initially be withheld from sete.

(d) There will be no modifications or extres unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shell be performed by Sponsor at Purchaser's expense (payable in line manner to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

5. Purchase Monies to be Hold in Trust
(a) The Isw lirm of Rosen Livingston & Cholst LLP, with an address at 275 Medison Avenue, New York, NY 10016, telephone number 212 687 7770, shall serve as excrew agent ("Escrive Agent") for Sponsor and Purchaser. Escrew Agent has designated the following attorneys to serve as signatories. Morton H Rosen, Peter I. Livingston, Mary L. Kosmark, Bruce A. Cholet. All designated signatories are admitted to practice law in the State of New York. Neither the Escrew Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Mansging Agent, or any principal thereof, or have any beneficial interest in any of the forecolor.

Clearing House Association. All checks must be payable directly to the order of the required they may not be endorsed Purchaser's resmont of

payee; they may not be endorsed.

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agraement to be performed by Sponsor prior to closing and, unless otherwise set forth herein, none of the provisions of this Agraement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of Law.

 v. (e) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the reequiaties set forth under "Terms of Sale - Prerequiaties to Closing of Trile" in Part I of the Plan are met concurrently with, or prior to, closing.

# finitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52<sup>NO</sup> Street, New York, New York

(b) "Closing Date", "closing", "dosing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (see simple title) to the Unit on the terms set forth in this Agreement.

the terms set forth in this Agreement.

(c) "Condominium" shall mean The 135 West 52<sup>MD</sup> Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52<sup>MD</sup> Street Condominium establishing condominium ownership of the Property, as same may be amended from time to

(e) 'Depository' shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) 'Plan' shall mean the Offering Plan for Condominium Ownership of the Property and y amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) 'Property' shall mean the Building, the land upon which it is erected and other provements thereon more fully described in the Declaration.

(h) 'Title Insurance Company' shall mean any reputable title insurance company licensed to business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in

(a) Purchaser represents that Purchaser has poseessed the Plan and any filed emendments thereto at least three (3) business days prior to submitting this Purchase

amendments thereto at least three (3) business days prior to submining his Pouchase Agreement, or (b) in the event Purchaser does not wish to waif three (3) business days) Purchaser has the right to reached this Purchase Agreement by sending written notice of his reactistion to the Selling Agent by partitied or registered mail, return receipt requested (and post-marked), or by personal detivery to the Selling Agent, within seven (7) days of submission of this Agreement (time being of the assence to exercise such right of reactission within such seven (7) day satisfy.

penoal, (c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Parl II of the Plan and Parts A, B and C of the

(b) The Escrow Agant has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ('Bank'), a benk authorized to do businese in the State of New York. The escrow account is entitled '[Purchaser's knew Rosen Uningston & Cholst LIP Escrow Agent' ("Escrow Account"). The Escrow Account's federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rete for such accounts, which is currently 0.2%. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All Interest earned thereon shall be paid to ar credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall been all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit \*A.\*

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of Interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as "Inferest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purcheser of title to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all interest on monies deposited hereunder. It is possible that Purchaser may not receive interest on the Down Payment for the entire month in which the closing is scheduled to occur. The Sponsor and Selling Agent will not be liable to Purchaser for the amount of such interest or the payment thereof, except for any amount received from the Depository. All hands due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 352-e(2)(b) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

6. Closing of Title
(a) The closing of title shall occur on the date and at the time and place in the City and
State of New York as Sponsor shall designate to Purchaser on not less than thirly (30) days'
prior written notice (unless welved by Purchaser). Sponsor shall have the right, from time to
time, to adjourn such date and time for challing on written notice to Purchaser, if the Closing is
adjourned by Sponsor, then Sponsor shall fix a new date and time for dosing and shall give
Purchaser not less than ten (10) days' prior written notice of the new schoduled date and time

nor moisting.

(b) The closing of title shall occur only after or concurrently with compliance with the prerequisites set furth under "Terms of Sale Prerequisites to Closing of Title" in Part I of the

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of

Attomey;

(c) If Purchaser obtains a mortgage loan, Purchaser will pay;

(d) a fee and service charge for recording the mortgage;

(i) a fee and service charge for recording the mortgage;

(ii) a mortgage recording tax in the following amount: (a) for Residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgager receives a \$25 deduction, or 2.175% for a mortgage covering a Residential Unit equal to \$500,000 00 or more, less \$25 and (b) for non-residential Unit equal to \$500,000 or or more, (iii) if mortgage title insurance is required by Purchaser's lender, an additional premium for Insuring the mortgages's interest in an amount equal to the principal amount under the mortgages's interest in an amount equal to the principal amount under the

Insuring the mortgagee's interest in an amount equal to the principal amount under the mortgage loan.

(iv) if required by Purchaser's lender, deposits for Common Charges, real estate taxes and assessments in an initial amount and in such monthly sums after closing as required by the tender (the amount of which monthly deposits may be changed periodically by the lender). The amount to be initially deposited at closing and the amount of the monthly sums thereafter psyable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of life and the date upon which the taxes and other charges or impositions exat due are to be paid and the lender's estimate of the amount of the taxes and other charges or impositions then psyable; and

(v) all other closing costs and expenses required to be paid to, or on behalf of, such lender (which costs and expenses may include the fees of such lender's counsel), in amounts to be determined by the lender. Sponsor makes no representation or warranty as to the nature or amounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lender with respect thereto:

unerau;

(vi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees

otherwise in writing.

(vill-purchaser will pay to Rosen Livingston & Choist LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Attorney, additional closing documents and for coordinating and attending the closing; (vill) if Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Choist LLP, then the closing will be held at the office of Purchaser's lender or such lender's counsed on condition that the dosing is held in the Clty of New York and Purchaser pays Rosen Livingston & Choist LLP, in addition to said closing fee set forth above, a travel fee of \$500.00 if the closing is held in Manhartan or \$700.00 if the closing is held in souther borough. If the doning attended by a representative of Rosen Livingston & Choist LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Choist LLP an additional travel and attendance fee in the same amount as stated above for each attendance;

ucritication, (viii) if Purchaser is other than a natural person, Purchaser will be required to provide personal guaranty of Common Charges and other charges due to the Condominium and urchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for preparation of such

Guaranty;
(ix) if Sponsor arranges a partial assignment of mortgage from its construction lender so
that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Cholst
LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment

(d) Purchaser will pay the New York State Real Estate Transfer Tax (documentary stamps) to be affixed to the deed, the New York City Real Property Transfer Tax and (if applicable) the

to be affixed to the deed, the New York City Real Property Transfer Tex and (ill applicable) the one (1%) percent "manison tax":

(a) Purchaser will pay to 138 West 52<sup>rd</sup> Sirest Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the aforementioned costs, fees and charges are cumulative.

The payments described above shall be payable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

# 14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners. All closing, Purchaser shall execute, soknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing releasing of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owners relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

# 15. Events of Default

15. Everte of Default
(a) The following shall constitute 'Events of Default' hereunder.
(i) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 6 herein or to limely pay the applicable Rosen Livingston & Choist LLP dosing fee or any applicable travel and altendence fee or any other closing casts, adjustments or expenses payable to Sponsor or Rosen Livingston & Choist LLP pursuant to peragraphs 12

or expenses psysible to Sponsor or Rosen Livingston & Cholet LLP pursuant to peragraphs 12 and 33 above; or

(ii) the dishonor or failure of collection of Purchaser's Down Payment check; or

(iii) Purchaser's failure to poy, perform, or observe any of his other obligations hereunder.

(b) Upon the occumence of an Event of Default, Sponsor shall be entitled, in its sole and aboute discretion, to cancel this Purchase Agreement by plying Purchaser withten notice of cancellation. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the plying of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CIRE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cured within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shell heve the right to retain, as and for fliquidated demages, the Liquidated Sum Any sums in excess thereof, together with any Interest thereon shall be returned to Purchaser after cancellation.

cancellation.

Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is disthonored or fails of collection, Sportson, at its option, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (i) not allow Purchaser arry grace parted in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shell be desemed to have varied the right to sue Purchaser on the dishonored or uncollected check; or (ii) ellow Purchaser thirty (30) days in which to make good Purchaser's Down Payment and if Purchaser fails to so do within such thirty (30) day paried, to sue Purchaser and the dishonored or uncollected check. In the latter case, Purchaser will also be liable to reimburse Sponsor for all Illigation costs and other costs of collection.

Upon cancelletion of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Casualty

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's furniture or helongings therein until the deed is defivered to Purchaser at dosing.

(b) All other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the demange or restore the Unit or its contents. If Sponsor or the Unit Owners elect to repair or replace the loss or demays, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a cradit against, or abstement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (b) the Unit has been curseless of the casualty; (ii) the sesential services (such as gas, electricity, end heart) and a reasonable means of ingress and egress to the street have been restored; and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed of record), other than those that are the obligations of Purchasar to curse or their are caused by the act or omission of Purchaser, its licensees, invites and/or workers. (Sponsor will endesvor in good fells, and with reasonable diligence, to remove or cause to be removed subsequent to closing all violations of record it is obligated to correct.) Any proceeds received from insurence, or in salisfaction of any claim or action in connection with such loss, shall helong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or of other Unit Owners). If such proceedes are paid to Purchaser, the Condominium Board or of other Unit Owners, if such proceedes are paid to Purchaser, the Condominium Board or of other Unit Owners. If such proceedes are paid to Purchaser, the Condominium Board or of other Unit Owners, i

17. Inepection of Unif
Al least ten (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit Is ready for Inspection. Upon receipt of the notice, Purchaser shall promply arrange an appointment with the Sponsor or the Selling Agent to Inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend euch inspection and shall complets, date and sign the Inspection Report (in the form set forth as Exhibit 8 to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the inspection. Faiture of Purchaser either to arrange such appelnitment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed Inspection Report shall not excuse Purchaser from paying the Balance when due (without prevision for excrew) and shall constitute Purchaser's full acceptance of the Unit.

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However, nothing herein shall releve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Dedaration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Ratail Unif may be used for any lawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

18. No Representations
Purchaser schnowledges that Purchaser has not relied upon any srchitect's plans, sales plans, furnishings and fixtures contained in model units, as leling brochures, advertisements, representations, were railes, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any reliabing to the description or physical condition of the Property, the Building or the Unit, or the size of the dimensions of the Unit or the rooms or dosets therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented herein or in the Plan (Purchaser having relied on Purchaser's own examination and investigation thereof). No porson has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or flability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the floor plans and (b) final Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor haccuracy or error. The provisions of this paragreph shall survive the closing of title.

of this paragraph shall survive the closing of titls.

19. Negotiable Terms

Sponsor reserves the right, in its cole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more favorable purchase term given to another purchaser and will not have the right to resolve this Purchase Agreement or recover his Down Payment or any other emount for not being given such bereit. The following is a list of only some of the purchase terms which may be negotiated; purchase price; the amount of the Down Payment, the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment for failure to obtain financing or to close by a specific date; the closing data and minimum notice required to schedule the closing; upgraded appliances, findures or equipment or other ellerations, improvements or additions to be performed by and at the expense of Sponsor, excusing a purchaser from closing costs and/or penalties for closing tals, tonger time periods to pay or perform obligations under the Purchase Agreement; elimination of "time of the essence" provisions; price or common charge tebeles; assumption of payment of, or guarantee of, common charges for a given period, Sponsor financing (provided an amendment to the Plan containing the terms thereof is duly filedy; allowances or credits against the purchase price for decorations; to install appliances or flutures and granting to Purchaser the benefit of any one or more favorable terms offered or given to another purchaser.

work shall be Initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.

- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fiftsen (15) business days effort tender of the Deposit, he or she may cennel the Purchase Agreement within ninety (80) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Compleints concerning the failure to honor such cencellation requests may be referred to the New York State Department of Law. Real Estate Finance Bureau, 120 Broadway, 23° Floor, New York, N.Y. 10271. Rescission shall not be afforted where proof sufficiency to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extres, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Depostment of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
  - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
  - (b) in a subsequent writing signed by both Sponsor and Purchaser, or
  - (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (e) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchasar and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall private further written notice to both parties informing them of said release. If the Escrow Agent recleves a written notice from either party objecting to the release of the Deposit within said thirty (30) day portiod, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (e) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who limely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

SPDNSOR:	PURCHASER:
135 WEST 52ND STREET OWNER	
	D 2
By:	Purchaser
Meyer Creat, Francisco	
By:	Co-Purchaser
(*Please initial on line and print or typs name under line.)	
a	Initials: RA
Receipt of Offering Plan and	Purchaser
on <u>8 25/14</u> , 2014; and	•
Delivery of Purchase	Initialis:
Agreement and Check for	Co-Purchaser
Down Payment at (A.M. (P.M.)	
	(Purchaser) Date Accepted:  ("Piesse initial on line and print or type name under line.)  Purchaser acknowledges: Receipl of Offering Plans of Amendments at 175 (1998)  on 8   25   14

(b) all Purchasers after an Amendment shandoning the Plan is accepted for filing

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether oral or in writing, by which a Purchaser purports to welve or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutally void. The provisions of the Altomas General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

L. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

L ESCROW Agent shall manifain the CESTROW ACCOUNT CHARGE THE CASE ASSET ASSOCIATION AS A fiduciary relationship shall exist between Escrow Agent and Purchases, and Escrow Agent acknowledges its fiduciary and statutory obligations pureuant to GBL §§ 352-e(2.9) and 352(1).

N. Escrow Agent may rely upon any peper or document which may be submitted to it in connection with its duties under this Purchase Agmement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall hear no lability or responsibility with respect to the form, execution, or validity thereof.

O. Sporisor agress that it shall not interfere with Escrow Agent's performance of its fluctory duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

P. Sporisor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-8 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement. Q. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall ineither be paid by Sporsor from the Deposit nor deducted from the Deposit by any financial institution under any droumstance.

Circumstance.

R. Sponsor agrees to defend, indemnify, and hold Escrow Agent hamless from and against all bosts, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful diaregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity incudes, without limitation, disburnements and ettorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

# 38, Counterpart Signature Page

This Agreement may be executed in one or more counterparts, each of which shell be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or .pdf and such shall be deemed originals.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first PURCHASER:

STOKSUR: 135 WEST 62<sup>MD</sup> STREET OWNER ILC Meyer Chaint, Principa Jeni-

Co-Puzzhene

(Purcheser)
Date Accepted:
93 8 53 00,000 32 A

("Please initial on line and print or type name under line.)

Pumhaser auknowledges:
Receipt of Offering Plan and
Amendments at Pt. (P.M.)
on 8 | 2 | 14 | 2014; and

Delivery of Purchase Agreement and Check for 

	Item	Exceptions (if any)	Purchaser's Intitals
	(m)	Bathroom sinks:	
	(n)	Weter closet:	
	(o)	Bathlubs:	
	(p) (q)	Bathroom tile:	
		(doorbell, doorknob, faucats, locks, etc.)	
	(r)	Intercom:	
2.	Gen	eral Operating Condition:	
	(a)	All Doors:	
	(b)	All Windows:	
	(c)		
	(d)	All Hardware:	
	(e)	Other:	
eptief repai	ection r, edjus	igned will sign and deliver to you owith each item excepted above (if any item or correction of same. The uncolligated to make any repairs, adjusting this intures, appliances, equipment, etc	/f, immediately upon tersigned understand ents or corrections to

The undersigned will eign and deliver to you a seperate statement signifying my (our) antifaction with each item excepted above (if any), immediately upon the completion of the repelt, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, edjustments or corrections to the Unit or any portion thereof or its fixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those items (if any) expressly excepted above and your obligation regarding any such excepted items that coses upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be construed to excuse Sponsor from its obligations to correct defects in construction or design to the extent required in the exceton entitled "Rights and Obligations of Sponsor contained in the Offering Plan for Condominium Ownership of the 135 West 52" Smeat Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an excrow) and accept title to the Unit on the closing date notwithstanding the presence of any exceptions.

Purchaser's Signature	Agreed To: 135 West 52 <sup>rd</sup> Street Owner LLC
Pumbasar'a Signalure	Ву:

**Z**3

# CO-APPLICANT:

Last Name First Number	Middle	Date of Birth	Social Security
lesidence Address City, State, Zip Code)	Telephone No.	Years There	
Name and Address of Prese	ot Landlord		Telephone No.
Previous Home Address (City, State, Zip Code)			Years There
Employed By	Type of Business	Position	Years There
Address Dependents	Telephone No.	Department	No. of
Salary Other Income or separate maintenance in	(You need not rever	al alimony, Source of Oti it considered in evaluating	ter Income child support, this spulication.)

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# **ЕХНІВІТ** С

# TO PURCHASE AGREEMENT APPLICATION TO PURCHASE

# APPLICANT:

Last Name	First	Middle	Date of Birth	Social Scentry Number
Residence Address City, State, Zip Co		Telephone No.	Years There	
Yame and Address City, State, Zip Co		nt Landlord		Telephane No.
Previous Home Ad (City, State, Zip Co				Years There
Employed By		Type of Business	Position	Years There
Address Depender	nts	Telephone No.	Department	No. of
Salary Othe (You need not rev	cal alimo	ores ny, Source of Other Inc ered in evaluating this sp	ome child support, o	or separate mauriculance income,

2

# ALL APPLICANTS

Liabilities; L	ist all debts, installment loans, con	tracis, charge accounts, p	origages and
il other applications elsewher	re. If none, state "None" (Attach s	Ricinsul' II noonen).	
Name of Bank/ Address Payments Company	•	ai Amı, Balance	Monthly
ist all judgments, suits, leg- state "None".	al proceedings against you. (Attac	h statement giving all des	ails). If none,
Assets - Bank Accounts			
		Acrount	
Type Amount Name o	f Bank Address	ACEDUM	NU.
Securities (Describe)	iteal Estate (Describe):	Marke	t Value
Market Value S			
		Ulfe	Insurance
Other Assets (Describe): Coverage			
Coverage	\$	ne and correct.	
Coverage  (I) (We) certify that the info	cmation (I) (We) have famished is n		
(I) (We) certify that the infor	cmation (I) (We) have famished is used 52 <sup>nd</sup> Street Owner LLC and/or art credit history and to report to grunts (me) (us). This application s	its partners and/or Prod	ential Douglas dit bureaus its

# PURCHASE AGREEMENT

AGREEMENT made as of September 3\_, 2014 between 135 WEST 52\*D STREET - OWNER LLC, meintalning an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Rui Huang residing at Wangjing Coull 8# Building 1st Unit, #501, ChaoYang, Bejing, CHINA ("Purohaser").

Purchaser's Attorney: Allison G. Fung, Esq.

Address: 136-20 39th Avenue #11D

Flushing, New York 11354

Telephone: (718) 321 - 7000 Fax: (718) 762 - 7679 Emall: agfesq@gmail.com

Percentage of Common Interest: 0.6200% Common Charges: \$1,338.39 per month

Residential Percentage of Common Interest: 0.8022%

Co-Broker, Block and Lot Real Estate Management, Inc. (Liangehl "Michael" Mei)

Real Estate Taxes: \$1,873.50 per month; B.I.D. Tax: \$17.16 por month;

neal resure (axes: \$7.87.50 per month; BJ.0. 1ax \$17.16 por month; Unit No. 32B ("Unit") in the building ("Building") known as 135 WEST 52<sup>50</sup> STREET Condominium ("Condominium") and located at 135 WEST 52<sup>50</sup> STREET, New York, New York 10019, together with a 0.6200% undivided interest in the Common Elements appurtenant thereto, all upon and subject to the terms and conditions set forth herein. The Unit shell be as designated in the Declaration of Condominium Ownership (as the same may be amended from time to time, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to

1. Purchase Price

(a) The purchase price, exclusive of closing adjustments and coets referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$3,100,000,00, payable as follows:

(i) \$465,000.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in estrow pursuant to peragraph 5; and

(ii) \$2,635,000,00 constituting the balance of the Purchase Price ("Balance"), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or trust company authorized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Estrow Agent (as hereinafter efficied). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor orbankse directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion thereof in "immediately available funds" (i.e. by wire transfer to a bank account designated by Sponsor).

(c) All checks shall be unendorsed, made payable to the direct order of "Rosen Livingston & Cholst LLP, as Escrow Agent" or (as to the Balanco) to "135 West 62<sup>100</sup> Street Owner LLC" or such payees as Sponsor may direct on not less than two (2) business deys' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York

Exhibits submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Changes, the projected real estate laxes to be puid by Purchaser, or Schedule B 'Budget for the First Year of Condominium Operation'). Except in the case of a material adverse amendment affecting Purchaser's Unit or so otherwise provided under the Plen, any such amendments shall nether excuse Purchaser from performing Purchaser's obligations hereunder nor ontitle Purchaser to any offset or cradit against the Purchaser's obligations hereunder nor ontitle Purchaser to any such amendment may be filed by Sponsor without Purchaser's concent or approval. However, Sponsor shall not have the right to unitaterally cancel this Agreement except as herein provided (auch as in the case of an uncured default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents herefol in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length, in the event of any inconsistency or conflict between the provisions of this Agreement, and those contained in the Plan, the provisions of the Plan shall govern—and be binding. Purchaser acknowledges having had full apportunity to examine all documents and Investigate all statements made herein and in the Plan.

A. Personal Property

(a) At closing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), elir conditioning units (if any), herdware and other fixtures and equipment installed therein as set forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of those referred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor coverings, well coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including thisse contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not he liable for minor variations from any floor plans or structures.

(c) Sales model apartments may, at Sponsor's option, he sold furnished at a later date but will initially be withheld from sale.

(d) There will be no medifications or extras unless agreed to in writing by the parties. All modifications and site approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the menner to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

5. Purchase Monies to be Held in Trust (a) The faw firm of Rosen Livingsfon & Cholst LLP, with an address at 275 Madison Avanue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signationts: Morion H Rosen, Pater I. Livingston, Mary L. Kosmark, Bruce A. Cholst. All designated signatories are admitted to practice law in the State of New York. Netter the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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Clearing House Association. All checks must be payable directly to the order of the required payes; they may not be endorsed.

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth herein, none of the provisions of this Agreement shall survive the closing, and However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and othing herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of Law.

(a) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the prerequisites set forth under "Terms of Sale - Prerequisities to Closing of Title" in Part I of the Plan are met concurrently with, or prior to, closing.

# finitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52 No Street, New York, New York 10019

(b) "Closing Dale", "closing", "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (fee simple IIIIe) to the Unit on the terms sell forth in this Agreement.

the delivery to Purchaser of the deed transferring full ownership (fee simple IIIIe) to the Unit on the terms sel forth in this Agreement.

(c) "Condominium" shall mean The 135 West 52<sup>NO</sup> Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52<sup>NO</sup> Street Condominium satablishing condominium ownership of the Property, as same may be amended from time to

firms.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) "Property" shall mean the Bullifort, the land upon which it is erected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable this insurance company licensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

Purchaser represents that Purchaser has possessed the Plan and any filed amendments thereto at least three (3) business days prior to submitting this Purchase

Agreement; or 
(b) in the event Purchaser does not wish to wait thrae (3) business days) Purchaser has the 
right to reached this Purchase Agreement by sending written notice of his rescission to the 
Selling Agent by certified or registered mail, return receipt requested (and post-marked), or by 
personal delivery to the Selling Agent, within seven (7) days of submission of this Agreement 
(time being of the essence to exercise such right of rescission within such seven (7) day 

parked).

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, condominium Documents set forth in Part II of the Plan and Parts A, B and C of the

(b) The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "[Purchaser's Name] Rosen Livingston & Cholet LIP Escrow Agent ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

. All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Excrow Account, and released in accordance to the lemms of a written agreement between Purchaser and Sponso

The interest rate for all Deposits made into the Escrow Account shall he the preveiting rate for such accounts, which is currently 0.2%. Interest shall begin to accure upon placing the Deposit into the Escrow Account, All interest earned thereon shall be paid to or credited to the Purchaser at dosing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the mathenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be lieble to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafler referred to as "Interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations bereunder and the transfer to Purchaser of title to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all Interest on monies deposited hereunder. It is possible hat Purchaser may not receive Interest on the Down Payment for the entire mornit in which the ciscling is scheduled to occur. The Sponsor and Selling Agent will not be liable to Purchaser for the amount of such Interest or the payment thersof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 362-62(bit) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

# 6. Closing of Title

6. Closing of Title (a) The cosing of title shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless walved by Purchaser). Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall tix a new date and time for closing and shall give Purchaser not less than tan (10) days' prior written notice of the new scheduled date and time for closing.

(b) The closing of title shall occur only after or concurrently with compliance with the requisites set forth under 'Terms of Sale Prarequisites to Closing of Title' in Part I of the

- (b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of
- Attorney;
  (c) If Purchaser obtains a mortgage lown, Purchaser will pay;
  (i) a fee and service charge for recording the mortgage;
  (ii) a mortgage recording tax in the following amount: (a) for Residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgagor receives a \$25 deduction, or 2.175% for a mortgage covering a Residential Unit equal to \$500,000.00 or or more, less \$25 and (b) for non-residential Units, 2.05% of the face amount of a mortgage cas than \$500,000 or 2.80% for a mortgage overing a non-residential Unit equal to \$500,000 or more;
  (III) if mortgage title insurance is required by Purchaser's lender, an additional permitum for insuring the mortgage less' inlerest in an amount equal to the principal amount under the mortgage tax.
- insuring the margagee's interest in an amount equal to the principal amount unter the mortgage load.

  (iv) if required by Purchasser's lender, deposits for Common Charges, real estate taxes and assessments in an initial amount and in such monthly sums effer closing as required by the lender. The amount to be initially deposited at closing and the amount of the monthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of tible and the date upon which the taxes and other charges or impositions shed due are to be paid and the lender's estimate of the amount of the taxes and other charges or impositions then payable; and (v.) all other closing costs and expenses required to be paid to, or on behalf of, such lender (which costs and expenses may include the fees of such lender's counsel), in amounts to be determined by the lender. Sponsor makes no representation or warranty as to the nature or emounts of the closing costs and/or the expenses to be paid in connection with such finencing, and it is recommended that Purchaser consult with a representative of his lender with respect thereto;

(relief), (vi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees

- otherwise in writing;

  (iii)Furchaser will pay to Rosen Livingston & Cholst LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Altomey, additional closing documents and for coordinating and attending the closing;

  (viii) if Purchaser bothatns financing and his lender refuses to close at the office of Rosen Livingston & Cholst LLP, then the closing will be held at the office of Purchaser's lender or auch lendor's counsel on condition that the dosing is held in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, in addition to said closing see set forth above, a travel fee of \$500.00 if the closing is held in Manhettan or \$700.00 if the closing is held in another borough. If the closing attended by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP and additional travel and attendance (se in the same amount as stated above for each attendance).
- attandance; (viii) if Purchaser is other than a natural person, Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominium and Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for preparation of such
- Guaranty, (ix) if Sponsor arranges a partial assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Cholet LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment

Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and discharged of all further tilibility and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

16. Risk of Lose; Casualty
(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the deed is delivered to Purchaser at closing.
(b) All other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair in ed amage or restore the Unit or its contents. If Sponsor or the Unit Owners elect to repair or replace the loss or damage, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abstement in, the Purchaser Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless such trepsirs or replacements. Purchaser shall not be required to pay the Balance unless send until (f) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the casualty, (fi) the sesential services (such as egs. electricity, and heat) and a reasonable means of inginess and agrees to the street have been restored; and (iii) any condition in the Unit for which a volation (f any) is noted or issued the absencemented (even if same is not yel removed of record), other than those that are the obligations of Purchaser to cure or that are caused by the act or unlession of Purchaser, its icansees, irreless and/or workers. (Sponsor will endeavor in good faith, and with reasonable diligence, to remove of cause to be removed subsequent to closing all violations of record in it is obligated to correct.) Any proceeds received from Insurance, or in safisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor yearlest to the rights, if any, of the Condominium Board or of other Unit Owners). If such proceeds are paid to Purchaser, Purchaser shall promptly turn them over to Sponsor upo

17. Inspection of Unit Al least ten (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for Inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or the Selling Agent to Inspect ties the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend auch inspection and shall complete, date and sign the Inspection Report (in the form set forth as Exhibit 8 to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the inspection. Fallure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed Inspection Report shall not excuse Purchaser from paying the Balance when due (without provision for eacrow) and shall constitute Purchaser's full acceptance of the Unit.

(d) Purchaser will pay the New York State Real Estate Transfer Tax (documentary stamps) to be affixed to the deed, the New York City Real Property Transfer Tax and (if applicable) the one (1%) percent "mansion tax".

(e) Purchaser will pay to 135 West 62<sup>nd</sup> Street Condominium an amount equal to two (2) months! Common Charges for the Unit by Purchaser's good personal certified check or official casher's or bank check as a contribution to the Working Capital Fund.

All of the eforementioned costs, fees and charges are cumulative.

The payments described above shall be payable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashler's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners
At dosing, Purchaser shell execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owner relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

- the Condominium Board.

  15. Events of Default

  (a) The following shall conetitute "Events of Default" hereunder:

  (i) Purchaser's fellure to pay the Balance on the Closing Date designated by Sponsor (i) Purchaser's fellure to pay the applicable Rosen Livingston & Cholst Liv Devaring fee or eny applicable travel and strandance fee or any other dosing costs, edjustments or expenses psyable to Sponsor or Rosen Livingston & Cholst LIP pursuant to paragraph 12 and 13 above, or

  (ii) the dishonor or failure of collection of Purchaser's Down Payment check, or

  (iii) Purchaser's failure to pay, perform, or observe any of his other abligations hereunder.

  (b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute descretion, to cancel this Purchases Agreement by giving Purchaser within notice of notice of cancellation. If Sponsor sleds to cancel, Purchaser shall have latinty (30) days from the giving cancellation. If Sponsor sleds to cancel, Purchaser shall have latinty (30) days from the giving Such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall have the right to retain, as and for liquidated damages, the Liquidated Sum. Any sums in leaves thereof, together with any interest thereon shall be returned to Purchaser after cancellation.

expess thereof, together with any interior transfer of the Down Payment is cancellation.

Notwithelanding the tongoing, if Purchaser's check in payment of the Down Payment is Notwithelanding the tongoing, it is applied, may elect, by written notice to dishonored or falls of collection, Sponsor, at its applied, may elect, by written notice programment and to (i) not sillow Purchaser any grace period Purchaser's Down Payment, in which event Sponsor shall be in which to provide good funds for Purchaser's Down Payment and if (ii) sillow Purchaser traiting (30) days in which to make good Purchaser's Down Payment and if (ii) sillow Purchaser traits to so do within such hirty (30) days period, to sue Purchaser on the dishonored Purchaser traits to so do within such hirty (30) day period, to sue Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be lieble to reimburse Sponsor for all litigation costs and other costs of collection.

However, nothing herein shell relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Righta and Obligations of the Sponsor".

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any tawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This poragraph shalt survive the Values of Pile.

16. No Representations
Purchaser admondedges that Purchaser has not relied upon any architect's plans, sales Purchaser admondedges that Purchaser has not relied upon any architect's plans, sales plans, furnishings end fixtures contained in model units, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatcoever, whether written erpresentations, warranties, statements or estimates of any nature whatcoever, whether written or or any make by Sponsor, Selling Agent or others, including, but not limited to, any relating to or data the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms or closets therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or yether information relative to his purchase of the Unit, except as may be specifically represented herein or in the Plan (Purchaser having resided on Purchaser's own examination and Investigation thereof). No orei representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any dain against, or fability of, Sponsor, whether or not any layout or dimension of the Unit or any part flience(; or of the Common Elements, as shown on the floor plans, is accurate or correct, provided the layouts and dimensions conformations outletted to the support of the prograph shall survive the desing of titte.

18. Negotiable Terms

19. Negotiable Terme

Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual or besis with each purchasers substantially more beneficial purchase terms than those offered given to other purchasers. As a result, Purchaser may not benefit from a more fered or given to other purchasers. As a result, Purchaser may not benefit from a more feverable purchase term given to ender purchaser and will not have the right to rescind this Purchase Agreement or recover his Down Payment, the amount for not heling given euch benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase price; the amount of the Down Payment, the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment for feiture to obtain financing or to close by a specific date, the closing date and minimum notice required to schedule the desing; upgraded appliances, intures or equipment or other alternations, improvements or additions to be performed by and at the expense of Sponsor; excusing a purchaser from dosing costs andor penallice for closing late; longer time periods to pay or perform obligations under the Purchase penallice for closing late; longer time periods to pay or perform obligations under the Purchase assumption of payment of, or guarantee of, common charges for a given pariod; Sponsor assumption of payment of, or guarantee of, common charges for a given pariod; Sponsor financing (provided an amendment to the Plan containing the lerms thereof is duly filed); financing (provided an amendment to the Plan containing the lerms thereof is duly filed); allowances or credits against the purchase price for decorations; to install applicances or fixtures and greating to Purchaser the benefit of any one or more fevorable terms offered or given to another purchaser.

work shall be initially deposited into the Escrow Account, and released in accordance to the lerms of the Escrow Agreement.

- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to bonor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23° Floor, New York, N.Y. 10271. Readsston shell not be afformed where proof satisfactory to the Attomay General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and regulation notice was timely mailed to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's morey, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- Under no circumstances shall Sponsor seek or accept release of fine Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
  - The Escrow Agent shall release the Deposit if so directed
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit, or
  - (b) in a subsequent writing signed by both Sponsor and Purchaser, or
  - (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Spensor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of seld release. If the Escrow Agent receives a written notice to both parties informing them of seld release. If the Escrow Agent receives a written the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit confained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely resolute in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

17

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

9	PONSOR:	PURCHASER:
1	35 WEST 52 <sup>ND</sup> STREET OWNER	
	ic ·	27_
	By:	·
	Meyer Cheirit, Principal	Purchaser
E	By:	Co-Purchaser
	(Purchaser) Date Accepted:	
	(*Please Initial on line and print or type name under line.)	
	Purchaser acknowledges: Receipt of Offering Plan and Amendments at \$36 (CM) XP.M.) on 8/3/14 2014; and	Initials: RH Purchaser:
	Delivery of Purchase Agreement and Check for Down Payment at(A.M. XP.M.)	Initials:

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing ment of Law.

The Department of Law may perform rendom reviews and audits of any records involving the Eacrow Account to determine compliance with all applicable statutes and regulations.

- K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether one or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely volid. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

  L Escrow Agent shall maintain the Escrow Account under its direct supervision and control.
- CONTROL

  M. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-e)

- Excrow Agent extraowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

  N. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be growine and to have been signed or presented by this proper party or parties and shell have no fisbility or responsibility with respect to the form, execution, or validity thereof.

  O. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

  P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed from W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement Q. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial in statiution under any incrementance.
- Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

  R. Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to entions or ornisoins taken or suffered by Escrow Agent in but affaith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbussements and attorney's fees either paid to retain attorney's fees either paid to retain attorney or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to litest.

# 38, Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or .pof and such shall be deemed originals.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agr ent as of the date first PURCHASER: SI CINSUR! 135 WEST 52<sup>ND</sup> STREET OWNER LLC

Mever Chetril, Princips David Blafficer, Pri

Co-Purchase

(Purchaset) Date Accepted:

(\*Please initial on line and print or

Purchaser solution/edgest
Receipt of Offering Plan and
Amendments at 180 (cm) (P.M.)
on 8/25/14 2014; and

KH

Delivery of Purchase Payment at \_\_\_\_\_(A.M.)(P.M.)

(len	Exceptions (if any)	Purchaser'e Initleis
(m)	Bethroom sinks:	
(n)	Water closel;	
(o)	Bathtubs:	
(p)	Bathroom tile:	
(q)	Hardware:	
	(doorbell, doorknob, faucets, locks, etc.)	
(r)	Intercom:	
Ge	neral Operating Condition:	
(a)	All Doors:	
(b)	All Windows:	
(c)		
(d)		
(e)		

The undersigned will sign and deliver to you a separate statement signifying my (our) satisfaction with each item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you hall not be obligated to make any repairs, edjustments or corrections to the Unit or any portion thereof or its fixtures, appliances, equipment, etc., contained therein, from or after the date of their or possession of the Unit to the undersigned, except as to those items (if any) expressly excepted above and your obligation regarding any such excepted items shall cease upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be construed to excuse Sponsor from its obligations to correct defects in construction or design to the extent required in the section entitled "Rights and Obligations of Sponsor form contained in the Offering Plan for Condominium Ownership of the 135 West 52" Street Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an escrow) and accept title to the Unit on the closing date notwithstanding the presence of any exceptions.

Purchaser's Signature	Agreed 16; 135 West 52 <sup>rd</sup> Street Owner LLC
	By:
Pumhaser's Signature	···

23

# CO-APPLICANT:

CO-APPLICANT:			
Last Name Fir Number	st Middle	Date of Birth	Social Security
Residence Address (City, State, Zip Code)	Telephone No.	Years There	
Name and Address of	Present Landlard	·	Telephone No.
Previous Home Addre (City, State, Zip Code)			Years There
Employed By	Type of Business	Position	Years There
Address Dependents	Telephone No.	Department	No. of
Sulary Other In	come (You need not rever	al nlimony, Source of Oth	ner Income child support, ; this application.)

# ЕХИВІТ С

# TO PURCHASE AGRREMENT APPLICATION TO PURCHASE

# APPLICANT: -

Lari Name	First	Middle	Date of Birth	Social Security Number	r
Residence Address (City, State, Zip Co		Telephone No.	Years There		
lame and Address City, State, Zip Co		nt Landlord		Telephone	No.
Previous Home Ac City, State, Zip Co			-	Years The	TE.
(City, State, Zip Cc					
Employed By		Type of Business	Position	Years The	re

Salmy Other microic (You need not reveal alimony, Source of Other Income child support, or separate mainlenance income, if you do not want it considered in evaluating this application.)

2

# ALL APPLICANTS

di other applications elsewhere. It				
Name of Bank/ Address - Payments Company	Αστρώητ Νο. (	Orlginal Amt.	Balance	Monthly
<del></del>				
List all judgments, suits, legal pro state "None"	оссесйнда враіви уоц. (л	Anach statement	giving all detai	ls). If none,
Assets - Bank Accounts				
Type Amount Name of Ban	k Address		Account N	σ.
Securities (Describe)	Real Estate (Descri	oe):	Market	Value
Market Value \$		s		
Other Assets (Describe): Coverage			Life	Insurance
			_	
(I) (We) certify that the informati	on (I) (We) have fundahe	l is trac and corr	ect.	
(I) (We) authorize 135 West 5: Elliman to check (my) (our) or experience with any loan it grant Street Owner LLC.	2 <sup>nd</sup> Street Owner LLC a	nd/or its partner	n and/or Prude	ntial Dougla
Signature of Applicant		Signature	of Co-Applicant	

# PURCHASE AGREEMENT

AGREEMENT made as of Total Constitution of T

Purchaser's Attorney: Christine Bell, Esq.

Address: Rheem Rell & Mermelstein T LP

302 5th Avenue, 8th Floor New York, New York 10001

Telephone: (212) 239 - 4001 (x102) Fax: (212) 239 - 4125 Email; Christine@rbmlip.com

Percentage of Commun Interest: 0,6900% Common Charges: \$1,554.26 per month

Residential Percentage of Common Interest: 0,9316%

Co-Broker, One and Only Realty, Inc. (Gennady Perepada)

Real Estate Taxes: \$2,175.68 per month; B.I.D. Tax: \$19.09 per month;

Real Estate Taxes: \$2,175.68 per month; BJ.D. fax: \$19.09 per month; Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 32C ("Unit") in the building ("Building") known as 135 WEST 52" STREET Condominium ("Condominium") and located at 135 WEST 52" STREET, New York, New York 1001s, together with a 0.6900% undivided interest in the Common Elements appurteant thereto, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominium Ownership (as the same may be amanded from time to the time in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

1. Purchase Price
(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$3,600,000,00, payable as follows:
(i) \$540,000.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to

collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 5, and

(ii) \$3,060,000.00, constituting the balance of the Purchese Price ('Balance'), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the doed as hereinafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a benk or trust company sulmitized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs).

(c) All checks shall be unendorsed, made payable to the direct order of 'Rosen Livingston & Cholst LLP, as Escrow Agent' or (as to the Balance) to '135 West 52° Sineet Owner LLC' or such payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payer; they may not be endorsed.

(Including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate taxes to be paid by Purchaser, or Schedule B 'Budget for the First Year of Condominium Operation'). Except in the case of a material adverse amendment affecting Purchaser's full or as otherwise provided under the Plan, any such amendments shall neither excuse Purchaser from performing Purchaser's collegations hereunder nor entitle Purchaser to eny offset or credit against the Purchaser Price or claim or right of action against Sponsor, and any such amendment may be filed by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unitalerally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) nor change the Purchase price or payment terms contained in this Agreement, unless Purchaser consents thereto in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those conteined in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had fill opportunity to examine all documents and investigate all statements made herein and in the Plan.

4. Personal Property
(e) At Closing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if any), hardware and other fixtures and equipment inselled therein as set forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and intures in place of those reterred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor coverings, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only end are not included in his sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be liable for minor variations from any floor plans or structures.

admittivelyes and speed that he is that resping all of the control 
will intensity be witnessed from some.

(d) There will be no modifications or extres unless agreed to In writing by the parties. All modifications and attentions must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be sel forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

5. Purchase Monies to be Held in Truet
(a) The law firm of Rosen Livingston & Cholsi LLP, with an address at 275 Madison
Avenue, New York, NY 10016, Islephone number 212 687 7770, shall serve as escraw agent
("Eurow Agent") for Sponsor and Purchaser. Ecrow Agent has designated the following
attomeys to serve as signationes: Monton H Rosen, Peter I. Livingston, Mary L. Kosmark, Bruce
A. Cholst. All designated signatories are admitted to practice law in the State of New York.
Neither the Escraw Agent nor any authorized signatories on the account are the Sponsor,
Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of
the foregoing.

(b) The Escrow Agent has established the escrow account at Signature Bunk, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shalf constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth therein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of law

(e) Purchaser is not required to pay the Balance or accept tille to the Unit unless all of the prerequisites set forth under "Terms of Sale - Prerequisites set forth under "Terms of Sale - Prerequisites to Closing of Tille" in Part I of the Plan are met concurrently with, or prior to, closing.

2. Definitions The following terms shall have the meanings ascribed to them

(a) "Building" shall mean the building located at 135 West 52" Street, New York, New York

10019.

(b) "Closing Date", "closing", "closing of (file" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchaser Price and the deflivery to Purchaser of the doed transferring full ownership (fee simple (title) to the Unit on the terms set forth in this Agreement.

(a) "Condominium" shall mean The 135 West 52" Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52" Street Condominium actalobishing condominium ownership of the Property, as same may be amended from time to time.

time.

(e) "Depository" shalf mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shalf mean the Offering Plan for Condominium Ownership of the Property and any emendments thereto filed orior to the date upon which Purchaser signs this Agreement.

(g) "Property" shalf mean the Building, the land upon which it is erected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shalf mean any reputable title insurance company iconsed to do business in the State of thew York.

All other terms not defined elsewhere herein shalf have the meanings ascribed to them in

Plan
 (a) Purchaser represents that Purchaser has possessed the Plan and any filed endments thereto at least three (3) business days prior to submitting this Purchase endments thereto at least three (3).

ameniuments rijecture the research (of black of the collaboration of the

period).

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents sol forth in Part II of the Plan and Parts A and B of the Exhibition submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor

of New York. The escrow account is entitled "[Purchaser's Name] Rosan Livingston & Cholet LLP Escrow Again" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 with not be

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LIV as Excrow Agont.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for ell Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to accrue upon plecing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at dosing. No fees of any kind may be deducted from the Escrow Account, and the Spensor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit 'A.

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The Interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as "Interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hersunder and the transfer to Purchaser of tills to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all interest on montes deposited hersunder. It is possible that Purchaser may not receive interest on the Down Payment for the entire month in which the closing is scheduled to occur. The Sponsor and Selling Agent will not be liable to Purchaser for the amount of such Interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be heralided in accordance with Sections 352-Cg(b) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

6. Closing of Title
(a) The closing of title shall occur on the dale and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless waived by Purchaser). Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time

for dosing.

Purchaser shall be entitled to one (1) adjournment of the closing not to exceed five
(5) days (the "Adjourned Closing Date"). The closing adjustments stated in section 12(a)
shall not accrue unless Purchaser fails to close on such Adjourned Closing Date. Shall not adjournment must be exercised no less than two (2) days prior to the scheduted closing

amount to be initially deposited at closing and the amount of the monthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of title and the date upon which the taxes and other charges or impositions next due are to be paid and the lender's estimate of the emount of the taxes and other charges or impositions then payable; and (y) all other closing costs and expenses required to be paid to, or on behalf of, such lender (which costs and expenses may include the fees of such lender's counsel), in amounts to be determined by the lender. Sponsor makes no representation or warrantly as to the nature or emounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lander with respect

and it is recommended that Purchaser consult with a representative of his lander with respect thereto;

(vi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor egrees otherwise in writing;

(vii)Purchaser will pay to Rosen Livingston & Chotst LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Attorney, additional dosing documents and for coordinating and attending line dosing;

(viii) if Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Chotst LLP, then the dosing will be held at the office of Purchaser's lender or such lender's counsel on condition that the closing is held in the CRy of New York and Purchaser pays Rosen Livingston & Chotst LLP, in addition to said closing see set forth above, a travel fee of \$500.00 if the closing is held in Annahattan or \$700.00 if the obsing is held in another borough. If the closing attended by a mpresentative of Rosen Livingston & Chotst LLP is a additional bavel and attendance (see in the same smount as stated above for each attendance.)

attendance;
(viii) If Purchaser is other than a natural person, Purchaser will be required to provide
a personal gueranty of Common Charges and other charges due to the Condominium and
Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for preparation of such

Guaranty; (ix) if Sponsor arranges a partial assignment of mortgage from its construction lander so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Choist LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment dage documents; and

LD a test at globol of the Service o

14. Power of Attorney to Condominium Sound, Sponsor, Retail Unil Owner and Commercial Unil Owners

16. Risk of Loss: Cagualty

16. Risk of Loss, Casualty

(a) Purchaser shall not be entitled to possession of the Unit not to store any of Purchaser's furniture or belongings therein until the deed is delivered to Purchaser at closing.

(b) All other risk of loss priot to closing has bean assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor or the Unit or list contents, if sponsor or the Unit or list contents, if sponsor or the Unit or list contents. If the Purchaser floss or demange, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit egalant, or abatement in, the Purchaser Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired as near as to reasonably possible to its condition immediately prior to the casualty; (ii) its essential services (such as ges, electricity, and heal) and a reasonable means of ingress and egress to the street have been restored; and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed of record), other than those that are the obligations of Purchaser to cure or that are caused by these of or orbission of Purchaser, its licensees, inviteus and/or any claim of the Unit Condominium Board received from insurance, or in selfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board are of other Unit Owners). If such proceeds are paid to Purchaser, Purchaser shall promptly furn them over to Sponsor upon request. The provisions of the two preceding sentences shell survive the closing.

(c) In the event that Sponsor notifies Purchaser that It does not elect to repair o

17. Inspection of Unit as provided above.

17. Inspection of Unit as provided above.

17. Inspection of Unit as provided above.

18. Inspection of Unit as Description and shall complete, date and sign the Inspection Report (in the form set conclusion of the inspection or all shall complete, date and sign the Inspection Report (in the form set conclusion of the inspection. Fellure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed Inspection Report shall not excuse Purchaser from paying the Balance when due (without provision for escrow) and shall constitute Purchaser's Unit sceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Declaration and By-Lawa, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any tawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the

At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or lessing of Residential Units and in favor of Sponsor, the Relate Unit Owners relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

15. Events of Default

(e) The following shall considirts "Events of Default" harounder:

(i) Purchaser's failure to pay the Balance on the Closing Date designated by Sponeor pursuent to paragraph 6 herein or to limely pay the applicable Rosen Livingston & Cholst LLP closing fee or any applicable havel and attendance fee or any other closing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Cholst LLP pursuant to paragraphs 12 and 13 above; or

(ii) the dishonor or failure of collection of Purchaser's Down Payment check or

(iii) Purchaser's faiture to pay, perform, or observe any of his other colligations hersunder.

(b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and abouted efforce(or, to cencel this Purchase Agreement by giving Purchaser written notice of cancellation. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CLIRE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cured whim such thirty (30) day period, then this Agraement shall be deemed canceled and Sponsor shall have the right to retain, as and for figuidated damages, the Liquidated Sum. Any sums in excess fluered, indeed the prochaser shall have the right to retain, as and for figuidated damages, the Liquidated Sum. Any sums in excess fluered, ideal to the prochaser of the prochaser

person, upporter mut any interest thereon shall be returned to Purchaser affer cancellation.

Notwithstanding the foregoing, if Purchases's check in payment of the Down Payment is dishonered or feils of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (i) not allow Purchaser any grace period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor's shall be deemed to have waived its right to sue Purchaser on the dishonered or uncollected check; or ill allow Purchaser that its content of the provided pr

10

Commercial Units and the Relail Unit or any part thereof. This paragraph shall survive the

tiosing of title,

18. No Representations

Purchaser acknowledges that Purchaser has not reliad upon any architect's plans, sales plans, furnishings and fixtures contained in model units, selling brochures, advertisaments, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not finited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms or classis thereic contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common charges, and projected real estate taxes for the Unit, the right to any thomes tax deduction for any real estate laxes or mortgage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented herein or in the Plan (Purchaser having relied on Purchaser's own examination and Investigation thereof). No person has been authorized to make any representations on obtain of Sponsor. No crategies and the project of the Unit, the Agreement, Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or fability of, Sponsor, whether or root any layout or dimension of the Unit or any part fitereot, or of the Common Elements, as shown on the toon plans, is accurate or concet, provided the layouts and dimensions conform substantially to such floor plans and (6) that Purchaser's shall not be relieved of any of Purchaser's abiligations hereunder by reason of any minor inaccuracy or error. The provisions of this paragraph shall survive the closing of title.

19. Negotiable Terms

Sponsor reserves the right, in its socie and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms them those offered or given to other purchasers. As a result, Purchaser may not benefit from a more avainable purchases term given to another purchaser, and will not have the right to rescind this Purchaser Agreement or rescover its Down Payment or any other amount for not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase price; the amount of the Down Payment for feiture to citatin financing or to close by a specific date; the closing date and minimum notice required to suited the transition of substantial purchase. Agreement and rescover the Down Payment for feiture to citatin financing or to close by a specific date; the closing date and minimum notice required to suited the closing, upgraded appliances, lictures or equipment or other alterations, improvements or additions to be performed by and at the expense of Sponsor; excusing a purchaser from dosing costs and/or penalties for closing lett; longer time periods to pay or perform obligations under the Purchase Agreement; elimination of "time of the essence" provisions; price or common charge roboties; assumption of payment of, or guarantee of, common charges for a given period. Sponsor financing (provided an emendment to the Plan containing the terms thereof is duty filled; allowances or credits against the purchaser price for decorpiations; to install appliances or fidures and granting to Purchaser the benefit of any one or more favorable terms offered or given to another purchaser.

20. Notices

All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notices" in the delivered personally or given in whiting by registered or cartified mail, return receipt requiseted, postage prepaid, and, if sent to Purchaser, addressed to Purchaser al Purchaser's address given above, with a copy to Purchaser's attorney, and, if sent to the Sponsor, addressed to the Sponsor at c/o Rosen Livingston & Cholst LLP, 275 Madison

Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

- Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until effect consummation of the Plan, as widenced by the acceptance of a past-closing amendment by the New York State Department of Law. Consummation of the part does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
  - The Escrow Agent shall release the Deposit if so directed

(a) pursuant to terms and conditions set forth  $\bar{i}n$  the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or

- (b) In a subsequent writing signed by both Sponsor and Purchaser; or
- (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to retense the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thinty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit approved to the Escrow Agent has not received notice of objection to the release of the Deposit. But the Telease of the Deposit and the Escrow Agent and provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit outil otherwise directed pursuant to held the Deposit pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall now the right at any time to deposit the Deposit contained in the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Agent shall now the right at any time to deposit the Deposit contained in the Escrow Agent shall now the right at any time to deposit the Deposit contained in the Escrow Agent shall now the right at any time to deposit the Deposit contained in the Escrow Agent shall now the right at any time to deposit the Deposit contained in the Escrow Agent shall now the right at any time to deposit the Deposit contained in the Escrow Agent shall now the country where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely reacheds in accordance with an offer of resolutioned in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filling by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GSL §§ 352-e(2-b) and 352-h concerning escrow furst times shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

L. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first PURCHASER: ONE THIRTY FIVE 320 LLC 135 WEST 62 NO STREET OWNER allow angel Iwona Vella as Director of Cadwall Interna Sola Member of One Thirty Five 12C LLC By David Bistricer, Principal ease Milal on line and print of name ander line.) rchaser actingwedges) celet of Offschig Plen and enominated (A.M.)(P.M.) 2014; and Purchases One Thirty Five \$2C LLC Delivery of Purchase Agreement and Check for at (A.M.)(P.M.) \_\_12014

- M. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL 5§ 352-e(2-b) and 352(h).

  N. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or perties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

  O. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fluctary duties and statutory obligations as set froit in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

  P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-0, as applicable, from Purchases and deliver such form to Escrow Agent's eith the Deposit and this Purchase Agreement C. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any direcursations.
- cinsumstance.

  R. Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, delims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or onissions laken or suffered by Escrow Agent in had faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving growing the second properties of the contract of the con

# 38. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall considue one (1) instrument. This Agreement may be executed by facsimite or pdf and such shall be deamed originals.

(Signature page follows)

IN WITNESS WHEREOR, the parties have executed this Agreement as of the date first PURCHASIER! ONE THIRTY FIVE 920 (LC Ospan Vella Paried Blatricer, Prince so lifted on this and paint o epsycological Plantard List Offering Plantard Lights at (A.M.) (P.M.) hty Five \$20 LLO 2014

ŀ	tem	Exceptions (if any)	Purchaser's Initials
(	(m)	Bathroom sinks:	
(	Π)	Water closet: .	
(	(o)	Bathlubs:	
	(q)	Bathroom tile:	
	(g)	Hardware:	
		(doorbell, doorknob, faucets, looks,	
(	(r)	Intercom:	
		eral Operating Condition;	
(	(a)	All Doors:	
(	(b)	All Windows:	
- 6	(c)	All Plumbing:	
		All Hardware:	
	(e)	Other:	

The undersigned will sign and deliver to you a caparate statement signifying my (our) satisfaction with each item excepted above (if any), transcitately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, edjustments or corrections to the Unit or any portion thereof or its fixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those learns (if any) expressly excepted above and your obligation regarding any such excepted items shall cease upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be construed to excuse Sponsor from its obligations to correct defects in construction or design to the extent required in the section entitled "Rights and Obligations of Sponsor contained in the Offering Plan for Condominium Ownership of the 135 West 52" Street Condominium. The undersigned shall be required to complete the payment of the Purchasa Price (without the provision for an exceptions.

Very truly yours,

Purchaser's Signature Agreed To: 135 West 52" Street Owner LLC

Purchaser's Signature By:

AGREEMENT made as of May 16, 2015 between 135 WEST 52<sup>to</sup> STREET CWNIER LLC, mahlaining an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Wellian Bi reaking at 311 Small Road, Apartment 115B, Syracuse, New York 13210 ("Furchaser").

Purchaser's Attorney: Base Googles Esq. Lillian Zhou

Address: Dal & Associates

1500 Broadway, 22<sup>rd</sup> Floor

Times Square Plaza New York, NY 10013

Telephone: (212) 730 8880 Fax. (212) 730 8869 Email: dwgongeun@daiassociates.com

Percentage of Common Interest: 0.6200 % Common Charges, \$1,381.57 per month

Residential Percentage of Common Interest: 0.8281%

Selling Agent: Douglas Elliman (Vanessa Fitzgerald)

Co-Broker: Douglas Elliman (Ruoxi (Alicia) Dong)

Real Estate Taxes: \$1,933.94 per month; B.I.D. Tax: \$17.15 per month;

Real Estate Taxes: \$1,933.94 per month; \$1.0.1 aix: \$17.15 per month; \$9.0.10. Tax: \$17.15 per month; \$9.0.10. Tax: \$17.15 per month; \$9.0.10. Tax: \$17.15 per month; \$1.35 WEST 52<sup>10</sup> STREET Condominium; ("Condominium") and located at 135 WEST 52<sup>10</sup> STREET, New York, New York 10019, together with a 0.8200% undivided intered in the Common Elements apputenent invertion upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Dedamation of Condominium Ownership (as the same may be smended from time to time, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be emended from time to time, the "By-Laws") of the Condominium.

Purchase Price

1. Purchase Price
(a) The purchase price, exclusive of closing adjustments and costs referred to in Persyraphe 12 and 13 below ("Purchase Price") is \$3,245,000.00, payable as follows:
(i) \$324,500.00 ("Cownpayment") on the signing of this Agreement by check subject to cellection, the receipt of which is hereby exinomeloged, to be held in escrow pursuant to paragraph 5; with a remaining downpayment of \$162,250.00 (the "Second Downpayment") by check which shall also be sublect to collection, to be made on or before twenty (20) days after the date of this Agreement, pursuant to paragraph 39; and;
(ii) \$2,758,250.00, constituting the balance of the Purchase Price (Belance), by contified thek of Purchase or official bank check (except as otherwise provided in the Agreement) on the delivery of the deed as hereinafter provided.
(b) All checks in payment of the Durchase Price all be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the Durchase Price shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the Durchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs, Sponsor reserves

Selling Agent by certified or registered mail, return receipt requested (and post-marked), or by personal delivery to the Selling Agent, within seven (7) days of submission of this Agreement claims being of the essence to exercise such right of rescission within such seven (7) day

personal delivery to the Soiling Agent, within seven (7) days of submission of this Agreement (time being of the essence to exercise such right of resolution) authorized (c) queriot).

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Lew) and agrees to shide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly field by Sponsor (including, without limitation, amendments involving any changes, modifications, or updaining of the projected Common Charges, the projected real estate faxes to be paid by Purchaser, or Schedule B \*Budget for the First Year of Condominium Operation\*). Except in the case of a material adverse amendment affecting Purchaser's Charles a provided under the Pian, any such amendments shall neither excuse Purchaser from performing Purchaser's coligiations heraunder nor entitle Purchaser for any offset or credit egainst the Purchaser Price or claim or right of action against Sponsor, and any such amendment may be filled by Sponsor without Purchaser's consent or approval. However, Sponsor shall not thave the right to undestraily cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) or change the Purchase for or payment terms confained in the Agreement, unless Purchaser consents thereto in writing.

(d) The Plan is hereby incorporated on this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of the Bian shall govern and bending. Purchaser demonstrations and the extensions of the Plan shall govern and briefly the reaching and fine provisions of the Plan. Notwithstanding the forceologing, If any of the negotiabad provisions of this Purchase Agreement are Inconsistent with those in the template Purchase Agreement and Inconsistent with those in the te

shall govern.

4. Personal Property
(a) At closing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if any), hardware and other fixtures and equipment instated therein as set forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of those referred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor coverings, well coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including those curtained in the Plan) are only approximations of the Unit's dimensions and strangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be liable for minor variations from any floor plans or structures.

(c) Sales model apartments may, at Sponsor's option, be sold furnished at a leter date but will initially be withheld from sale.

(d) There will be no modifications or extras unless agreed to in writing by the parties. All modifications and attentions must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (psyable in the manner to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

Purchase Monles to be Held in Trust

the right to require Purchaser to pay the Balance or any portion thereof in "Immediately available funds" (i.e. by wire transfer to a bank account designated by Sponsor).

(c) All checks shall be unendorsed, made payable to the direct order of "Rosen Livingston & Cholst LLP, se Escrow Agent" or (as to the Belance) in "135 West 62<sup>th</sup> Street Owner LLC" or such payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payes; they may not be endorsed.

(d) Purchaser's payment of the Belance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactority performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and unless stated in the Plan and this Agreement to the performed by Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the splicable Regulations (site to the Italium and the state of the performed business Law, the Plan or the splicable Regulations (site to the Italium and the State of the State of the State of the Italium and the State of the State of the Italium and the State of the State of the Italium and the State of the State of the Italium and the State of the State of the Italium and the State of the State of the State of the Italium and the State of th

Law.

(e) Purchaser is not required to pay the Belance or accept fitle to the Unit unless all of the prerequisites set forth under Terms of Sale - Prerequisites to Closing of Title' in Part 1 of the Plan are met concurrently with, or prior to, closing.

finitions The following terms shall have the meanings ascribed to them:

(a) 'Building' shall mean the building located at 135 West 52<sup>ND</sup> Street, New York, New York 10019.

10018.

(b) Closing Date', 'closing', 'closing of title' and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (the simple title) to the Unit on the Ismas art forth in this Agreement.

(c) "Condominium" shall mean The 135 West 52<sup>10</sup> Streat Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52<sup>10</sup> Streat Condominium establishing condominium ownership of the Property, as same may be amended from time to time.

time.

(e) "Depository" shall mean Signeture Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shall mean the Offering Plan for Condominium Dwnership of the Property and any amendments thereto filled prior to the date upon which Purchaser signs this Agreement.

(g) "Property" shall mean the Bulliding, the land upon which it is erected and all other Improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable title insurance company ticensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

Plan (e) Purchaser represents that Purchaser has possessed the Plan and any field reproducents thereto at least three (3) business days prior to submitting this Purchase

Agreement; or Agreement; or (Agreement) with the wall three (3) business days) Purchaser has the (b) in the event Purchaser does not wish to wall three (3) business days) Purchaser has the (b) in the exclusion to the fight to resided this Purchase Agreement by sending written notice of his rescission to the

(a) The law firm of Rosen Livingston & Cholst LLP, with an address at 275 Madison Avenue, New York, NY 16016, telephone number 212 887 7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Morton H Rosen, Peter I. Livingston, Mary L. Kosmark, Hot. A. Cholst. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Settling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) The Escriow Agent has established the escriow account at Signsture Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The secrow account is entitled "Purchaser's Name! Rosen Livingston & Cholad LIP Escrow Account"). The Escriow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be required.

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Chotal LI.P as Eacrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the zww Account, and released in accordance to the terms of a written agreement between

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to accrue upon plecing the Deposit into the Escrow Account. All Interest earned thereon shall be paid to or credited to the Purchaser at closing. No less of eny kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit \*A.\*

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Paymeni, as same may be reduced by the Depository's service charge, is hereinafter referred to as "Interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfar to Purchaser of title to the Unit. Sponsor will instruct the Depository to pay to Purchaser any and all interest on montes deposited hereunder. It is possible that Purchaser may not receive interest on the Down Payment for the entire month in which the rolosing is scheduled to occur. The Sponsor and Selling Agent will not be liable to Purchaser for the amount of such interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 362-e(2)(b) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

Closing of TitleThe closing of title shall occur on the date and at the time and place in the City and (3) The closing of title shall occur on the date and at the time and place in the City and (30) days'

this paragraph 12, Purchaser shall be deemed at fault for not timely sending notice of the non-Permitted Encumbrance and the adjournment of the closing to allow Sponsor to connect or remove the non-Permitted Encumbrance shall be considered at the request of Purchaser and not Sponsor. Delivery of a filte report to Sponsor's attorney, stating such non-Permitted Encumbrance no less than ten (19) days prior to closing shall be deemed gottee DUSSHALD to this research. pursuant to this paragraph.

13. Purchaser's Closing Costs
At loosing, Purchaser will pay certain costs in connection with the purchase of his Unit in addition to the legal kee of Purchaser's counsel (if any) and the amount of any net credit in favor of Sponsor that may result from the closing apportionments described in the preceding paragraph. Such closing octs will include the following, the amounts of which (where applicable) are based on rates in effect on the date of the Plan and are subject to change other than the preceding of the Plan and are subject to change.

applicable) are based on fattles in circle of the fattle to the visit of the without pilor notice:

(a) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which premium may vary depending upon line title insurance company and the amount of insurance requested. A lower combined rate may be available if fee and murigage insurance are ordered simultaneously.

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Attorner.

Aftomey:

(c) If Purchaser oblains a mortgage loan, Purchaser will pay:

(d) a fee and service charge for recording the mortgage;

(e) a fee and service charge for recording the mortgage;

(ii) a mortgage recording tax in the following emount:

(ii) a mortgage recording tax in the following emount:

(iv) for receives a \$25 deduction, or 2.175% for a mortgage less than \$500,000 for which mortgagor receives a \$25 deduction, or 2.175% for a mortgage covering a Residential Unit equal to \$500,000 for more, see \$25 end (iv) for non-readential Units, 2.05% of the face amount of a mortgage less than \$500,000 or 2.80% for a mortgage covering a non-residential Unit equal to \$500,000 or more, (iii) if mortgage title insurance is required by Purchaser's lender, an additional premium for insuring the mortgage's interest in an amount equal to the principal amount under the mortgage load.

missioning one morrogeness interest in an amount equal to the principal amount under the mortgage loan.

(iv) if required by Purchasar's lender, deposits for Common Charges, real estate toxes and assessments in an initial amount and in auch morthly sums after closing as required by the lender (the amount of which monthly deposits may be changed periodically by the lander). The amount to be initially deposited at closing and the amount of the monthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of title and the date upon which the taxes and other charges or impositions next due are to be paid and the lender's estimate of the amount of the taxes and other charges or impositions then payable; and (iv) all other closing oosts and expenses required to be paid to, or on behalf of, such lender (which costs and expenses may include the fees of such lender's counsely, in emounts to be determined by the lander. Sponsor makes no representation or warranty as to the nature or amounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lender with respect thereto;

[Mil ii. in connection with this counted Deposits of the counted of the second of the counter with the counter of the c

thereto; (N) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent and Co-Broker listed on Page 1 of this Agreement or (8) any other broker who has been engaged in writing by Sponaor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise in writing;

(ii) the dishonor or failure of collection of Purchaser's Cown Payment check; or (iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder. (b) Upon the occurrence of an Event of Default, Sporser shall be entitled, in its sele and absolute discretion, to cancel this Purchase Agreement by giving Purchaser written notice of cancellation. If Sponser closets to cancel, Purchaser shall have thirty (30) days from the piving of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cure within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall have the right to retain, as and for fluidated darranges, the Downpayment. Any sums in excess thereof, together with any interest thereon shall be returned to Purchaser after cancellation. Notwithstanding the foregoing, if Purchaser's Event in payment of the Down Payment is dishonered or falls of collection. Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchase angreement and to (i) on allow Purchaser and graze period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be desired to have varied to the fail to see for the state case. Purchaser with a size of collection of the Court Payment of the Court Payment and if Purchaser falls to so do within such thirty (30) day period, to sue Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be flable to reimburse Sponsor for all Highston costs and other costs of collection.

Upon concellation of this Agreement and disposing of the Down Payment and Interest thereon in acconcellation of this Agreement and disposing of the Down Payment and Interest thereon in acconcellation of the Paymentent and disposing of the Down Payment and Interest thereon in acconcellation of this Agreement and disposing of the Down Payment and Interest thereon in acconding to Pur

16. Riek of Loss; Casualty

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's familiur or belongings therein until the deed is delivered to Purchaser at closing.

(b) All other risk of loss prior to doeing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor or the Unit Owners elect to repair or replace the loss or damage, this Agreement shall continue in full force and effect. Purchaser shall not have the right to migrat title to the Unit or to receive a credit against, or abalament in, the Purchase Prios, and Sponsor shall be entitled to a reasonable petiod of time to complete or to permit the Condominum Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (b) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately point to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored, and (iii) enjoy condition in the Unit for which a violation (if any) is noted or issued rise been corrected (even if seme is not yet removed of record), other than those that are the obligations of Purchaser cause to be removed subsequent to closing all violations of record is obligated to correct. Any proceeds received from insurance, or in salidization of any cloim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or of other Unit Owners). If such proceeds are paid to Purchaser, Purchaser shall premptly turn them over to Sponsor upon request. The provisions of the Services of the European of the condominium florad or of other Unit Owners). If such proceeds are paid to Purchaser, (c) in the event that Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not

(vii)Purchaser will pay to Rosen Livingston & Cholst LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Attomery, solditional closing documents and for coordinating and attending the closing; (viii) if Purchaser oblains financing and his lender refuses to close at the office of Rosen Livingston & Cholst LLP, then the closing will be held at the office of Purchaser's lender or such lender's counsel on condition that the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, in addition to said closing lee set forth above, a Iravel fee of \$500.00 if the closing is held in Manhettan or \$700.00 if the closing altered by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP an additional travel and attendance fee in the same emount as stalled above for each steroclance.

enerciance,

(vii) if Purchaser is other than a natural person, a principal of the Purchaser will be
required to provide a personal guaranty of Common Charges and other charges due to the
Condomination and Purchaser will pay Rosen Evingston & Cholst LLP a fee of \$500,00 for

required to provide a personal guaranty of Common Unarges and once charges are at the Condominium and Purchaser will pay Rosen Livingston & Cholst LIP a fee of \$500,000 for preparation of such Guaranty:

(%) if Sponsor arranges a partial assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Cholst LIP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and of the splitter, substitute mortgage and assignment to be afficied to the deed, the New York State Real Estate Transfer Tax (documentary stamps) to be afficied to the deed, the New York City Real Property Transfer Tax and (if applicable) the one (1%) perconl "mansion tax".

(e) Purchaser will pay to 135 West 52<sup>nd</sup> Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank chack as a contribution to the Working Capital Fund. All of the aforementioned costs, fees and charges are cumulative.

The payments described above shall be payable at or prior to the Closing by Purchaser's bank of the New York Clearing House Association made puyable directly to the appropriete party, or if so directed by the Sponsor, by wire transfer.

14. Power of Attorney to Condominium Board, Sponaor, Retail Unit Owner and Commercial Unit Owners

At dosing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's fills to the Unit (or, if no representative is present, then to Sponsor's efformey), for recording in the New York City Register's Office a Power of Attorney in layor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owner relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

15. Events of Default

(a) The following shall constitute "Events of Default" hereunder:

(b) Purchaser's failure to pay the Balance on the Closing Date dasignated by Sponsor pursuant to paragraph 6 herein or to timely pay the applicable Rosen Livingston & Cholst LLP closing fee or any applicable travel and attendance fee or any other closing costs, adjustments are expenses payable to Sponsor or Rosen Livingston & Cholst LLP pursuant to paragraphs 12 and 13 above; or

the Condominium's By-Laws, this Agreement shall be deemed canceled and of no further force or effect, and Sponsor shall instruct the Depository to return to Purchaser all sums deposited hereunder, together with Interest, if any, thereon, whereupon the parties shall be released and discharged from all obligations and fiability hereunder and under the Plan, except that, if this Agreement has been previously canceled due to Purcheser's uncured default, Sponsor shall retain the Liquidaled Sum as provided above.

17. Inapection of Unit

17. Inapection of Unit
At least ten (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall
notify Purcharser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser
shall promptly arrange an appointment with the Sponsor or the Selling Agent to Inspect the Unit
before the lapse of such len (10) day period. Purchaser or his duly authorized agent shall
attend such inspection and shall complete, date and sign the inspection Report (in the form set
orth as Exhibit B to this Agreement) and deliver sense to the Sponsor or Selling Agent at the
conclusion of the Inspection. Feiture of Purchaser either to arrange such appointment or to
inspect the Unit within ten (10) days of receipt of said notice or to saign and deliver the
completed inspection Report shall not excuse Purchaser from paying the Balance when due
(without provision for escrewy and shall constitute Purchaser's full acceptance of the Unit.
However, nothing herein shall releive Sponsor of its obligations as set forth in the section of the
Plan entitled "Rights and Obligations of the Sponsor."

Except as otherwise set forth in the Declaration and By-Laws, Purchasar auknowledges that (i) the Unsold Readential Units, the Commercial Units and the Redail Unit may be used for any lawful purpose and (ii) the Condominium Boerd, and the Residential Unit Owners do not have any right to approve the use of any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

18. No Representations Purchaser acknowledges that Pumhaser has not relied upon any architect's plans, sales plans, furnishings and firtures contained in model units, setting brochuses, and-vertisements, representations, werranties, stataments or estimates of any nature whatsoever, whether written or oral, made by Sponero. Setting Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms or closests therein contained or any other physical characteristics, thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortiages interest peak by Purchaser, or any other information relative to his purchase of the Unit, except as may be spendically represented herein or in the Plan (Purchaser having reside on Purchaser's own exemination and investigation thrench). No person has been authorized to make any representations on whatiff of Sponser. No order presentations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any dain egainst, or liability of, Sponser, whether or not any legout or dimension of the Unit or any part hereof, or of the Common Elements, as shown on the four plans, is accurate or correct, provided the layouts and dimensions conform substantially to such floor plans and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of this barragraph shall survive the closing of title.

19. Negotiable Terms

closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

- F. Within five (5) business days after the Purchase Agreement has been landered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Escrow Agent and place the Deposit into the Escrow Account. Within lan (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.
- G. The Escrow Agent is obligated to send ratios to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after lender of the Deposit, he or she may cancel the Purchase Agreement within innetly (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York Statu Department of Law, Reel Estate Finance Bureau, 120 Broadway, 23<sup>th</sup> Fhort, New York, N.Y. 10271. Readssion shell not be afforded where proof estificatory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extrast, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchasar's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York Siste Department of Law. Consummation of the Plan dose not releve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
  - · The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit, or
  - (b) in a subsequent writing eigned by both Sponsor and Purchaser, or
  - (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (e) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thinty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period,

# 36. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or .pdf and such shall be deemed originals.

# 39 Additional 5% Downpayment

Purchaser agrees to pay the Second Downpayment on or before twenty (20) days after the date of this Agreement. If the additional 5% downpayment is not received on or before said date, it shall be deemed a material default of his Agreement and Sponsor has the right to exercise say and all remedies available to it pursuant to this Agreement, including but not limited to cancelling this Agreement and relations the downpayment of \$224,500,00 as flugilisted downpay. Notwithstagnide southing to the contrary herein, Purchaser shall be given a period of five (5) days from any notice to cure its default.

[Signature page follows]

the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Norwthstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both perfiles of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely reacinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform rendern reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

- K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indomnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attomery General's reguisitions and GBL §§ 352-e(2-b) and 352-b concerning escrow trust funds shall preveil over any conflicting or inconsistent provisions in the Purchase Agreement, Plan or any amendment therato.
  L. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.
- Example.

  M. A fiduciary relationship shall exist between Escrew Agent and Purchaser, and Escrew Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 362-e(2-b) and 352(h).

  N. Ferroru Agent

- by and 35C/M.

  N. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under itis Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been eigned or presented by the proper party or parties and shall have no isability or responsibility with respect to the form, execution, or validity thereof.

  O. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and stetutiony utiligations as set froft in 6BL §§ 552-62-62. b) and 352-f) and the New York State Department of Law's regulations.

  P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement. O. Prior to release of the Deposit, Escrow Agent's fees and discursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any directions.
- circumstance.

  R. Sponsor agrees to defend, Indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or ornisations taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving growing analysis of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing reles with respect to legal services rendered by Escrow Agent to itself.

DAG militoir	
SPONSOR: 135 WEST 52 <sup>ND</sup> STREET OWNER LLC	PURCHASER:
By:	Purchaser
By:	Co-Purchaser
(Purchaser) Dale Accepted:	
(*Please initial on line and print or type name under line.)	
Purchaser ecknowledges: Recelpt of Offering Plan and Amendments at 10 or (A.M/IP.M.) on 1444 21 2015; and	Initials: WB Purchaser.
Delivery of Purchase Agreement and Check for	Initials: Co-Purchaset

2015 KM

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

	ltem	Exceptions (if eny)	Purchaser's Initials
	(m)	Bathroom sinks:	
	(n)	Water doset:	
	(o)	Bethtubs:	
	(p) (q)	Bathroom tile:	
	(r)	(doorbell, doorknab, faucets, locks, etc.) Intercom:	
2.	Ger (a)	neral Operating Condition: All Doors:	
	(b) (c) (d)	All Windows: All Hantware: Cither	

The undersigned will eigh and deliver to you a separate statement signifying my (our) satisfaction with each item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of seare. The undersigned understands and agrees that you shall not be obligated to make any repairs, edjustments or corrections to the Unit or any portion thereof or its fotures, applicances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those items (if any) expressly excepted above and your obligation regarding any such excepted flems shall cease upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be construed to excuse Sponsor from its obligations to correct defects in construction or design to the extent required in the section entitled "Rights and Obligations of Sponsor contained in the Officing Plan for Condominium Conversity of the 136 West 52" Street Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an exercive) and accept title to the Unit on the closing date notwithstending the presence of any exceptions.

Purchaser's Signature	135 West 52 <sup>rd</sup> Street Owner LLC
Purchaser's Signature	By:

Agreed To:

# 6/0/2015 Sponsor: 135 West 52rd Street Owner LLC By: Meyer Cherrit, Principal

# RIDER TO AGREEMENT

Date: June 10, 2015

Re: 135 West 52nd Street Owner LLC to Wellian Bi

Unit 33B 135 West 52<sup>nd</sup> Street Condominium 135 West 52<sup>nd</sup> Street, New York, NY 10019

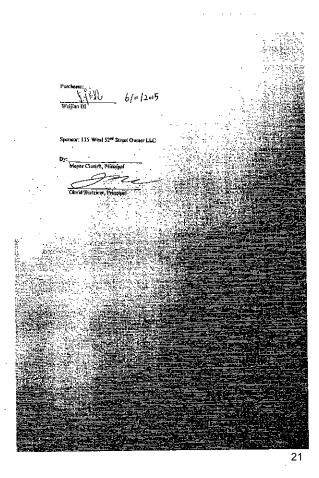
This Rider (the "Rider") amends and modifies the Purchase Agreement (the "Agreement") by and between 135 West 52<sup>rd</sup> Street Owner LLC ("Sponsor") and Weijian Bi ("Purchaser") with respect to the above-referenced Unit in the condominism movem as 135 West 52<sup>rd</sup> Street Condominium. In case of any iconsistencies between any of the terms and conditions of the Agreement and the terms and conditions of this Rider, the terms and conditions of this Rider, the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail.

A. Not withstanding anything to the contrary contained herein, in the event of any inconsistency between the provisions of the Plan, the Agreement and this Rider, the provisions of this Rider shall govern and be binding which inconsistencies arise from changes to the Agreement negotiated between Sponsor and Purchaser.

B. The Co-Broker has agreed to waive \$3,000.00 of its commission, and accept \$94,350.00 as its full commission, as stated in the letter dated June 8, 2015. Such waived portion of the Co-Broker's commission (\$3,000.00) will be credited to Purchaser at closing.

[END OF TEXT - SIGNATURE PAGE FOLLOWS] [RIDER SIGNATURE PAGE ONLY]

Page 1 of 2



# PURCHASE AGREEMENT

AGREEMENT made as of May 2. 2015 between 135 WEST 52<sup>NO</sup> STREET OWNER LLC, maintaining an office at 512 Seventh Avenue, New York, New York 18018 ("Sponsor"), and Madridlata Enterprises LLC residing at 500 Wast 56th Street, Apt 2204, New York, NY

Purchaser's Attorney: Dylan Chan, Esq.

Address: Dylan Chen Law Firm

139 Centre Street, Suite 820

New York, NY 10013

Telephone: (212) 274 9930 Fax: (212) 274 8613 Email: mel@dchanlew.com

Percentage of Common Interest 1.9300 % Common Charges: \$3,712.95 per month

Residential Percentage of Common Interest 2.2255%

Selling Agent Dougles Elliman (Stacy Spielman)

Co-Broker: Bellmarc (Joseph Corda)

Real Estate Taxes: \$5,197,46 per month; B.I.D. Tax; \$53,39 per month;

Real Estate Taxes: \$6,197.46 per morth; B.LU. Tax; \$53,33 per morth; Sonosor agrees to sed and convey, and Purchaser agrees to purchase. Unit No. 36A (\*Unit\*) in the building (\*Paulding\*) known as 135 WEST 52\*\* STREET Condominium\* (\*Condominium\*) and located at 135 WEST 52\*\* STREET, New York, New York 10019, together with a 1,930% undivided interest in the Common Elements appurtenant ineste, all upon and subject to the terms and conditions set forth herein. The Unit shell be as designated in toe Declaration of Condominium Ownership (as the same may be amended from time time, the "Declaration") of the Condominium, recorded in New York Courty, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

1. Purchase Price

Purchase Price
(a) The purchase price, exclusive of closing adjustments and costs referred to in
Paregraphs 12 and 13 below (Purchase Price) is \$8,600,000.00, payable as follows:
0 \$1,720,000.00 (Downpsyment) on the signing of this Agreement by check subject to
collection. The receipt of which is hereby acknowledged, to be held in escrow pursuant to

posedior, the feeds to what interby based on the Purchase Price ("Belance"), by cardilled check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deod as hereinafter provided.

(b) All checks in payment of the Purchase Price shell represent United States currency and be drawn on or issued by a bank or fursi company eithorized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor restricts). Sponsor reserves the right to require Purchaser to pay the Batence or any portion thereof in "immediately available funds" (i.e. by wifer transfer to a bank account designated by Sponsor).

(c) All checks shall be unendorased, made payable to the direct order o' Rosen Livingston & Cholst LIP, as Escrow Agent' or (as to the Batenco) to "135 West 52<sup>50</sup> Street Owner LLC' or

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part ii of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly fled by Sponsor (including, without illimitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate taxes to be paid by Purchaser, or Schedula B 19 Budgel for the First Year of Condominium Operation). Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser or any offisel or credit against the Purchaser Price or claim or right of action against Sponsor, and eny such amendment may be filed by Sponsor shall not have the right to unitaterally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser's consent or approval. However, Sponsor shall not have the right to unitaterally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) for change the Purchase Price or payment terms contained in this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchasers exchowledges having had full opportunity to examine at documents and investigate all statements made herein end in the Plan.

investigate all elatements made herein and in the Pian.

4. Personal Property

(a) At dosing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if ent), sir conditioning units (if any), hardware and other fatures and equipment installed therein as eat forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fatures in place of those referred to in the Plan provided only that the substitutions are of equal to better quality and design.

(b) The UNI is being sold unfurnished, without window blinds or shades. Forniture, floor coverage, wall coverings, furnishings, descrations and the like in or about any model. Unit are for display purposes only and are not inducted in this sale except to the extent set forth in the Plan. Any floor plana or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser active of the approximations of the Unit's dimensions and arrangement and Purchaser active of the approximation and the proposition of the Unit's dimensions and arrangement and Purchaser (including those contained in the Plan) are only approximations from any floor plene or structures.

(c) Sales model apartments may, at Sponsor's option, he sold furnished at a later date but will install be withheld from sale.

(d) There will be no modifications or extrus unless agreed to in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (sayable in the manner to be set forth in an addendum to the Agreement or by separate agreement between Sponsor and Purchaser).

5. Purchase Monles to be Held in Trust.
(a) The law firm of Rosen Livingston & Choirt LLP, with an address at 275 Madison Avenue, New York, NY 10016, lebehone number 212 687 7770, shell serve as secrow agent Clearow Agent) for Sponsor and Purchaser. Excrow Agent has designated the following attorneys to serve as signatories: Morton H Rosen, Peter I, Livingston, Mary L. Kosmark, Stude A, Choist, All designated signatories are admitted to practice lew in the State of New York Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor,

such payoes as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required

Isolaring House Association. All checks must be payable directly to the order of the required payee; they may not be endorsed.

(3) Purchaser's payment of the Balance and acceptance of a deed to the Unit shell constitute Purchaser's recognition that Sponsor has satisfactority performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth herein, nome of the provisions of this Agreement shall survive the closing. However, nothing contained herein shell excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of Law.

(a) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the prerequisites set forth under "Terms of Sale - Prerequisites to Closing of Title" in Part I of the Plan are mot concurrently with, or prior to, closing.

Definitions The following terms shall have the meanings ascribed to lihem:

(a) "Building" shall meen the building located at 135 West 52<sup>th</sup> Street, New York, New York
10018.

(b) "Closing Date", "closing", "closing of title" and words of similar import are used
synonymously and mean the settlement of the invitual obligations of Sponsor and Purchases
under this Purchases Agreement, including the payment to Sponsor of the Purchase Price and
the delivery to Purchases of the deed transferring full ownership (the striple to the Unit on
the ferms set forth in this Agreement.

(c) "Condominian" shall mean The 135 West 52<sup>th</sup> Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52<sup>th</sup> Street Condominium
establishing condominium ownership of the Property, as same may be amended from time to
time.

establishing consommount ownership to the Property, as salie and a sensitive time.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan' shall mean the Offering Plan for Condomhium Ownership of the Property and any smendments thereto flied prior to the date upon which Purchever signs this Agreement.

(g) "Property' shall mean the Building, the land upon which it is erected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable title insurance company licensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings escribed to them in the Plant.

Plan (a) Purchaser represents that Purchaser has possessed the Plan and any filed endments thereto at least three (3) business days prior to submitting this Purchase

emenuments street to the control of 
Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of

(b) The Earow Agent has established the escrow account at Signature Benk, located at 300 Park Avenus, New York, New York ("Cank"), a bank authorized to do business in the State of New York. The escrow eccount is entitled "Purchaser's Name! Rosen Livingston & Cholst LIP Earow Acgount" ("Escrow Account"). The Escrow Account is federally Insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shall be in the form of checks, maney orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP as Escrow Agent.

Any Deposits made for upgrades, extres, or custom work shall be initially deposited into the Excrow Account, and released to accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No tea of any kind may be deducted from the Escrow Account, all of the Sponsor shall bear ell costs easociated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponeor will be liable to Purchaser only for the uncount of Interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is horeinafler referred to as "interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of the to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all inferest on monites deposited hereunder. It is possible that Purchaser may not recobe interest on the Down Payment for the entire month in which the doeing is echeduled to occur. The Sponsor and Selling Agent will not be listle to Purchaser for the amount of such interest or the payment thereof, except for any amount recolled from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 352-C(9)to and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

5. Closing of Title
(a) The closing of Ulle shell occur on the date and at the time and place in the City and State of New York as Sponsor shell designate to Purchaser on not less than thirty (30) days' prior written motice (unless waived by Purchaser). Sponsor shell not provide such written notice to Purchaser until Sponsor has obtained a Temporary or Parament Cartification of Occupancy for the Unit. Sponsor shall not specify a closing date prior to February 1.
2015. Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a

emove the non-Permitted Encumbrance shall be considered at the request of Purchaser and

13. Purchaser's Closing Costs
At Josing, Purchaser will pay certain costs in connection with the purchase of his Unit in addition to the legal feet of Purchaser's counsel (if any) and the emount of any net credit in favor of Sponsar that may result from the closing apportionments described in the preceding paragraph. Such closing costs will include the following, the amounts of which (where spiticable) are based on makes in effect on the data of the Plan and are subject to change without prior notice:

(a) If Purchaser electric nother feet the property of the property of the plan and 
without prior notice:

(a) If Purchaser elects to obtain fee title Insurance, Purchaser will pay a premium to the title company for such Insurance, which premium may vary depending upon the title Insurance requested. A lower combined rate may be available if fee and mortgage insurance are ordered simultaneously.

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Attorney.

fee and mortgage insurance are ordered simultaneously.

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Atomey;

(c) If Purchaser oblains a mortgage loan, Purchassr will pay:

(i) a fee and service charge for recording the mortgage,

(ii) a mortgage recording tax in the following amount:

(a) for Residential Units, 2.05% of the face amount of a mortgage loss in an \$500,000 for which mortgagor receives a \$25 deduction, or 2.175% for a mortgage overing a Residential Unit orqual to \$500,000.00 or more;

(a) If nortgage tide insurance is required by Purchaser's lender, an additional persitum for incuring the mortgage dist insurance is required by Purchaser's lender, an additional persitum for incuring the mortgage tide insurance is required by Purchaser's lender, an additional persitum for incuring the mortgage field in amount and in such morthly sums after dosing as required by the lender of the summary of the summar

SUCR DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cured within such thirty (30) day period, then thire Agreement shell be deemed canceled and Sponser shall have the right to retain, as and for liquidated damages, the Downpayment. Any sums in excess thereof, together with any interest thereon shall be returned to Purchaser after cancellation. No-hibitanting the foreigning, if Purchaser's check in payment of the Down Payment is dishenced or fails of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (i) not allow Purchaser arry grace period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have waived its right to see Purchaser on the dishonored or uncollected check. In the latter cake, Purchaser will also be liable to reimburse Sponsor for all Rigidation nosts and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the toregoing, Purchaser and Sponsor will be released and discharged off Auther liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

unit may be soon to informer as though only Agreements have here been through an accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Casuaffy

(a) Purchaser shall not be critised to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the cleed is delivered to Purchaser at dosting.

(b) All other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liebility of Sponsor to repair the demange or restore the Unit or its contents. If Sponsor or liebility of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor in the Unit Overners select to repair or replace the loss or damage, this Agreement shall continue in full force and effect, Purchaser shall not have been dight to reject little to the Unit or to receive a credit against, or ebstement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period to gainst, or ebstement in the Purchase Price, and Sponsor shall be entitled to reasonable period to complete such reasonable period to item to complete such reasonable period to complete such reasonable period to complete such reasonable period to brine to complete such reasonable period to complete such reasonable means of ingress and agrees to the state have been restanced, and (ii) and a reasonable means of ingress and agrees to the state have been restanced, and (iii) and a reasonable means of ingress and agrees to the state have been restanced, and (iii) and a reasonable means of the period of the control of

Purchaser pays Rosan Livingston & Choist LLP, in addition to said closing fee sel forth above, a travel fee of \$500.00 if the closing is held in Manhatten or \$700.00 if the closing is held in another borough. If the dosing attended by a representative of foscen Livingston & Choist LLP is adjourned through no fault of Sponsor, then Purchaser's shall pay Rosan Livingston & Choist LLP an additional travel and attendance fee in the same amount as stated above for each term of the same amount as stated above for each term of the same amount as stated above for each term of the same amount as stated above for each term of the same amount as stated above for each term of the same amount as stated above.

attendance;

(viii) if Purchaser is other than a natural person, a principal of the Purchaser will be

(viii) if Purchaser is other than a natural person, a principal of the Purchaser will be

condominium and Purchaser will pay Rosen Livingston & Chotst LLP a fee of \$500.00 for

preparation of such Guaranty;

(x) if Sponsor pranages a partial essignment of mortgage from its construction lender so

that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Chotst

LLP a tee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment

of mortgage documents: and

LIP a teo of \$1,000,00 for the preparation of the splitter, substitute mortgage and easignment of mortgage documents, and of mortgage documents, and of pay the New York State Real Estate Transfer Tax (documentary stamps) to be affixed to the deed and the New York City Real Property Transfer Tax; Purchaser Will pay (if applicable) the one (1%) percent mension tax;

(e) Purchaser Will pay for 135 West 52° Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashler's or bank check as a contribution to the Working Capital Fund.

All of the eforementioned costs, less and charges are cumulative.

The payments described above shall be payable at or prior to the Closing by Purchaser's quentioned, personal certified check or official cashler's or bank check drawn on a member bank of the New York Closing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

14. Power of Attorney to Condominium Board, Sponsor, Retail Link Owner and Commercial Unit Owners.

At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or leasting of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owners relative to amending the Condominium Documents to the extent Commercial Unit Owners relative to amending the Condominium Documents to the extent Condominium Board.

15. Events of Default

(a) The following shall constitute "Events of Default" hereunder:

(a) The following shall constitute "Events of Default" hereunder:

(b) Purchaser's failure to pay the Batance on the Cissing Date designated by Sponsor pursuant to paragraph it herein or to timely pay the applicable Rosen Livingston & Choist LtP closing fee or any applicable travel and attendance see or any or other closing costs, adjust LteP compared to the paragraphs of a possible to Sponsor or Rosen Livingston & Choist LtP pursuant to paragraphs 12 and 13 above; or

(ii) the dicheron or failure of collection of Purchaser's Down Payment check; or

(iii) by Choise and the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cancel his Purchaser Agreement by giving Purchaser written notice of cancellation. If Sponsor clocit to concel, Purchaser shall have thirty (30) days from the giving of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE

17. Inspection of Unit
A least len (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or the Salling Agent to inspect the Unit before the lapse of such the (10) day period. Purchaser or his day authorized agent shall altered such inspection and shall complete, date and sign the Inspection Report (in the form set forth as Exhibit 8 to this Agentenent) and deliver same to the Sponsor or Selfing Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to as sign and deliver the inspect the Unit within ten (10) days of receipt of said notice or to as sign and deliver the completed inspection Report shall not excuse Purchaser from paying the Balance when due however, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan ertitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Dedaration and By-Laws, Purchaser schnowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any lawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the user or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

closing of tille.

18. No Representations
Purchaser schowdedges that Purchaser has not relied upon any architect's plans, sales pluricaser schowdedges that Purchaser has not relied upon any architect's plans, surface, furnishing and lixtures contained in model units, seiling brochures, advertisements, representations, warrantles, statements or estimates of any nature webscever, whether written or roral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the building or the Unit, or the size of the dimensions of the Unit or the rooms or closests therain contained or any other physical characteristics thereof, the services to be provided to Unit. Owners or the projected Common Charges and projected real estate taxes for the Unit, all the Unit, and the property of the Common Charge Indian and Indians or statements shall be considered a part of this Agreement. Purchaser agrees also be unit of the Unit, without offised or any claim against, or lability of Sponsor. No whether or old any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the floor plans, is accurate or correct, provided the layouts and dimensions control of this peregraph shall survive the closing of title.

19. Negotiable Terms
Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual session with a character substitution of the purchaser substitution of the purchaser. As a result, Purchaser may not benefit from a more lavorable numbers term given to enother purchaser and will not have the right to resolute this Purchase unchase term given to sonther purchaser and will not have the right to resolute this Purchase greener for tevoer fits Down Payment or any other amount for not being given such benefit, the following is a list of only some of the purchase terms which may be negotiated: purchase

work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.

- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent, Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Brondway, 23th Floor, New York, NY, 10271. Readsistion shall not be alforded where proof in the Escrow Account in accordance with the New York State Department of Law are regulations concerning Deposits and regulation solves was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and regulation notice was timely mailed to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extres, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be commigled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- Under no circumstances shall Sponsor seek or accept release of the Depost of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Lew. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
  - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to burns and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
  - (b) in a subsequent writing signed by both Sponsor and Purchaser, or
  - (c) by a final, non-appealable order or judgment of a court.

(if the Eccrow Agent is not directed to release the Deposit pursuant to paragraphs (a) Inrough (o) above, and the Eccrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written note of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the birty (30) day period, the Deposit and be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period to the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall be the fight at any time to deposit the Deposit contained in the Escrow Account with the derk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

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shall be paid by Putchaşeri; such payment shall not exceed \$155,950.00. Notwitherlanding the forestoling.

- 40. Notwithstanding the foregoing, Sponsor shall pay Sponsor's legal fees in the amount of \$2,000.00.
  - 41, Sponsor will give a closing cost credit of \$215,000.00 to Purchaser at the closing.
- 42. Sponsor will make the following modifications in the Unit: 1) in the Master Bedroom, the South bathroom shall be eliminated and converted into a walk-in closed closed by capping off the plumbing closing off the door into the shower and continuing the wood looker from the Master Bedroom into this room; iii) in the Master Bedroom, in the wood looker after the Master Bedroom into this room; iii) in the Master Bedroom, in the North bathroom are additional sink shall be added with Fartlin feucets and fittings, and the current and medicine cathing will conform in size with the additional sink; and iii) as sheetnock wall will be pocked foor (as high as possible, in Sponsor's discretion) will be a sheetnock wall will be pocked foor (as high as possible, in Sponsor's discretion) will be built into will close off the caterin portion of the living from.

  Sponsor will modate the Officing Plan to reflect these modifications, and the as built floor plans shall be filed by the Sponsor with all appropriate city agencies.

[Signature page follows]

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing ment of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

- K. Any provision of the IPurchase Agreement/Eacrow Agreement or separate egreement, whether crail or in writing, by which a Purchaser purports to walve or Indemnity any obligation of the Escrow Agent hoteling any Deposit in that is absolutely on the provisions of the Attorney General's regulations and GBL §\$ 352-e(24) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

  L Escrow Agent shall maintain the Escrow Account under its direct supervision and control.
- control.

  M. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GSL §§ 352-e(2-e)

Excrow Agent, admovfedges its fiduciary and statutory obligations pursuant to GSL 59 352-462, b) and 352(h).

N. Essrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which its believed by Escrow Agent lo be genuine and to have been signed or presented by the proper party or parties and shalf have no liability or responsibility with respect to the form, execution, or validity thereof.

O. Sporsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL 58 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-9, as applicable, from Purchaser and deliver such form to Escrow Agent's Gese and disbursements shall neither be paid by Sponsor from the Deposit for descrow Agent's Gese and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any discussions.

circumstance.

R. Sponsor agrees to defend, Indemnity, and hold Escrow Agent harmless from and against all costs, claims, exponses and damages incurred in connection with or arising out of secrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bed faith or in willful diaregard of the obligations set forth in this Purchase Agreement or Involving pross regiligence of Escrow Agent. This indemnity incides, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to Itself.

# 36. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or .pdf and such shall be deemed originals.

39. Notwithstanding the foregoing, Sponsor will pay the NYC Real Property Transfer
Tax and the NYS Real Property Transfer Tax (excluding the 1% "mansion tax" which

IN WITNESS WHEREOF, the pertie	s have executed this Agreement as of the date fire
ove written,	
SPONSOR: 135 WEST 52 <sup>NO</sup> STREET OWNER LLC	FURCHASER: MADRIDISTA ENTERPRISES LLC
By: Meyer Chetrit, Principal	Purchaser
By: David Bistricer, Principal	Co-Purchaser
(Purchaser) Dale Accepted:  [*Please initial on line and print or	
type name under line.) Purchaser acknowledges: Receipt of Offering Plan and	Initials: WXB
Amendments at(A,M,)(P.M,) ch, 2015; and	
Delivery of Purchase Agreement and Check for Down Payment at (A.M.)(P.M.) on, 2015	Co-Purchaser:
1.00	•

EXHIBIT B INSPECTION REPO	PRT ·		ilem Exceptions (if any)	Purchaser's Initials
Dete: 135 West 52 <sup>ad</sup> Street Owner LLC 512 Seventh Avenue New York, New York 10018			(m) Bathroom sinks: (n) Water closet: (o) Bathrube:	
Re: Unit 135 West 52 <sup>-4</sup> Street Condominium 135 West 52 <sup>-4</sup> Street New York, New York 10019			(p) Bathroom tie:	, locks,
Genilemen: This is to confirm that based on the undersigned's pers Unit, I (we) have found the Unit, its floors, walls, of hardwere end all other items listed below, to be in good mors, scratches, breaks or other defects, except for below under "exceptions" requiring repair, adjustment or	and satisfactory condition, free of chips, those matters (if any) expressly noted	· .	etc.) (r) Intercom: 2. General Operating Condition: (a) All Doors: (b) All Windows:	
item Exceptions (if eny)	Purchaser's Initials		(e) All Pfumbled:	
1. Unit Interior: (e) Walls: (b) Floors: (c) Ceillings: (d) Windows: (glass, sash, pene, elli, etc.) (e) Doors: (f) Electrical fixtures: (g) Painted surfaces:	·	, , ;	satisfaction with each liem excepted at repair, adjustment or correction of same shall not be obligated to make any repair thereof or its flidures, appliances, equip delivery of passession of the Unit to expressly excepted above and your obli upon the completion of the repair, adjust shall be construed to excuse Sponsor fit design to the actent required in the contained in the Offering Plan for Co.	
(h) Kitchen cabinets:	<del></del>	•	Purchaser's Signature	Agreed To: 135 West 52 <sup>rd</sup> Street Owner LLC
(j) Kitchen sink: (k) Medicine cabinets:		4 1	Purchaser's Signature	Ву
(doors & mirror) (l) Vanities:				

# PURCHASE AGREEMENT

AGREEMENT made as of October 12., 2014 between 135 WEST 52\*\* STREET OWNER LLC, maintaining an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Keding 2th and Mileo Chan residing at Unit 59, No. 758 Yindu Road, Shenghal, CHINA ("Purchaser").

Purchaser's Attorney: Jay Lau, Esq.

Address: Lau & Associates, P.C.

133-47 Senford Avenue, Unit C1F

Flushing, New York 11355

Telephone: (718) 359 9700 Fax: (718) 762 9385 Email: ¡lau@laupo.com

Percentage of Common Interest: 0.4880% Common Charges: \$889.38 per month

Realdential Percentage of Common Interest: 0.6331%

Selling Agent: Douglas Elliman (Timothy Hau)

Co-Broker: Douglas Elliman (Grace Chang)

Real Estate Taxes: \$1,244.97 per month; 8.1.D. Tax: \$13,28 per month;

Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 16B ("Unit") in the building ("Building") known as 135 WEST 62. STREET Condominium ("Condominium") and located at 135 WEST 82. STREET, Now York, New York 10019, together with a 0.400% undivided interest in the Common Elements appurtenant thereto, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominium Cownership (as the same may be amended from time to time, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

# Purchage Price

1. Purchase Price
(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$2,190,000.00, payable as follows:
() \$328,500.00 ("Downpayment") on the signing of this Agreement by oheck subject to collection, the receipt of which is hereby acknowledged, to be held in secrew pursuant to paragraph 5; and

peragraph 5; and (ii) \$1,801,500.00, constituting the balance of the Purchase Price ("Balance"), by certified check of Purchaser or official bank chock (except as otherwise provided in this Agreement) on the delivery of the deed as herelinefler provided.

(b) All chocks in payment of the Purchase Price altel represent United States currency and be drawn on or issued by a bank or frust company authorized to accept deposits in New York State. All checks in payment of the Downpayment healt be psychic to the order of Secretary Agent (as horelinafter defined). All checks in payment of the balance of the Purchase Price shall be psyable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to psy the Balance or any portion thereof in "immediately available tunks" (a.b. while transfer to a lank account designated by Sponsor).

(c) All checks shall be unandorsed, made payable to the direct order of "Rosen Livingston & Chotal LLP, as Ecrow Agent" or (as to the Balance) to "135 Weel 52\*\*\* Street Owner LLC" or

(c) Purchaser hereby adopts, accepts and approves the Plan (Including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and 8 of the Exhibits submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate taxes to be paid by Purchaser, or Schedule B 'Budget for the First Year of Condominium Operation'). Except in the case of a malerial adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any auch amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser Price or claim or right of section against Sponsor, and any such amendment may be flied by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to uniteterally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents therefor in writing.

(d) The Plan is hereby incorporated in this Agreement with the same (orce and effect as if set forth at the length. In the event of any Inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be brinding. Purchaser acknowledges having had full opportunity to examine all documents and investigate all statements made herein and in the Plan.

4. Personal Property

(a) At closing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if eny), herdwere and other fixtures and equipment installed therein as sel forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of those referred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being cold unfurnished, without window blinds or shades. Furniture, floor coverings, wall coverings, furnishings, decorations and the like in or about any model Unit are for digitally purposes only and are not included in this sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be liable for minor variations from any licer plans or situatures.

(c) Sales model spartments may, at Sponsor's option, be sold furnished as a later date but

variations from any loor plans or structures.

(c) Sales model spartments may, at Sponsor's option, be sold furnished at a later date but will initially be withheld from sale.

(d) There will be no modifications or extres unless agreed to in writing by the parties. All modifications and atterations must be approved by Sponsor in writing and, if approved, shell be performed by Sponsor are Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

5. Purchase Monies to be Held In Trust (a) The law firm of Rosen Livingston & Cholst LLP, with an address at 275 Medison Avenue, New York, NY 10016, telephone number 212 857 7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Morton H Rosen, Peter I. Livingston, Mary L. Kosmark, Bruce A. Cholst. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor.

such payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payes, they may not be endorsed.

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactority performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth herein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) expressly stated harrian or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Lew, the Plan or the applicable Regulations issued by the Department of Law.

(e) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the prerequisites set forth under "Terms of Sale - Prerequisites to Closing of Title" in Part I of the Plan are met concurrently with, or prior to, closing.

# 2. Definitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52<sup>MD</sup> Street, New York, New York 10019.

10019.

(b) "Closing Date", "closing," 'closing of illle" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Spoinsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the dead virtualization of the simple title) to the Unit on the terms set forth in this Agreement.

(c) "Condominium" shall mean the Declaration of the 135 West 52<sup>10</sup> Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52<sup>10</sup> Street Condominium establishing condominium ownership of the Property, as same may be amended from time to time.

time.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shall mean the Offering Plan for Condominium Cwnership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) "Property" shall mean the Building, the land upon, which it is exected and all other improvements thereon more fully described in the Declaration.

(h) "Itile Insurance Company" shall mean any reputable title insurance company licensed to do business in the State of New York.

All other ferms not defined alsowhere herein shall have the meanings accribed to them in the Plan.

Plan

 (a) Purchaser represents that Purchaser has possessed the Plan and any filed endments thereto at least three (3) business days prior to submitting this Purchase

Agreement; or the read by Agreement; or the service of the service

Sailing Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of

(b) The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Purchaser's Name) Rosen Livingston & Chloist LLP Escrow Agent" ("Escrow Account"). The Escrow Account is federatily insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.

All Deposits received by Purchaser shall be in the form of checks, muney orders, wire trensfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholet LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or oustorn work shall be initially deposited into the Eurow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The Interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%, interest shall begin to accrue upon placing the Deposit find the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall beer all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit 'A.'

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as 'Interest'.

Upon the payment and performance by Purchaser of all of Purchaser's obligations herounder and the transfer to Purchaser of tills to the Unit, Sponsor will instruct the Depocation to pay to Purchaser any and all interest on monies deposited herounder. It is possible that Purchaser may not receive interest on the Dawn Payment for the entire month in which the closing is acheduled to occur. The Sponsor and Selling Agent will not be lated to Purchaser for the amount of such intored or the payment thereof, except for any amount proceived from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 362-e(2)(b) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

# 6. Closing of Title

6. Closing of Tittle (a) The obsing of title shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless waked by Purchaser). Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time

(b) The closing of little shall occur only after or concurrently with compliance with the orderulailes set forth under "Terms of Sate Prerequisites to Closing of Title" in Part I of the Plen.

prerequisities set forth under "Terms of Sale Prerequisities to Closing of Title" in Part I of the Pilan.

(c) Sponeor has targeted the First Closing for January 1, 2015 based on the current controlled to the Charlest of the First Closing is not assured or warranted and may be saffior or substantially later depending on the progress of sales and construction and compliance with the other prerequisites recited in the section of the Plan entitled Terms of Sale". However, il through no fault of Purchaser the First Closing does not take place by January 1, 2016, Purchaser shall have the right to rescind this Purchase Agreement and recover his Down Paymont with all Inferrest thereon.

Purchaser acknowledges that Units may be completed at varying times over a prolonged period that will extend beyond the First Closing. In such event, the order in which Units will be completed is within the sole discretion of Sponsor and may not coincide with the chronology in which Units are contracted for sets nor the numeric order of the floors. Many unforeseable factors can effect the completion of Units, Accordingly, the sequence in which Units (including the subject Unit) will actually be finished cannot reasonably be predicted. No representation is made nor any assurance given that the closing of the subject Unit will occur contemporaneously with the First Closing.

Purchaser further acknowledges that construction (and, therefore, the closing) may be delayed by late delivery of materies and equipment, labor difficulties, unavailability of building frades, casually, inclement weather and other events beyond sponeof's control.

Purchaser agrees that Sponeor is to be afforded liberal and broad latitude in lime and in all decidions concerning the completion of the Property and the Units present to set off, and will have no claim against Sponsor for damages or losses in the event the First Closing occurs substantially later than the targeted date or the lime to complete and close title to Purchaser's Unit is delayed or postponed by S

substantially taken han the targette date or the time to complete and close title to runchaser's Unit is delayed or postponed by Sponsor.

Notwithstanding the foregoing, Purchaser may rescind this Agreement and receive the property refund of his or her Downpayment if the construction of the Unit is not complete within two years of the date Purchaser algored this Agreement by giving written notice of his or her election to do so to the Sponsor no later than lifteen days after the date that such right arises.

7. Representations, Warranties and Covenanta
Sponsor represents, warranties and covenants in the covenant covenants in the covenant covenants in the covenants

(d) The real estate texes as of the date of this Agreement are set forth on page 1 of this

(e) All retrigerators, freezers, renges, dishwashers, washing machines, clothes dryers and conditioning equipment included in this sale will be in working order at the time of the

Closing: and Closing: 
deemed to be subject to the Permitted Encumbrances to the same effect as if set forth therein

deemed to be subject to the Permitted Encumbrances to the same effect as if set forth therein at length.

(b) Any liene, encumbrances, or conditions not included in the Permitted Encumbrances shall not be an objection to title lit. (f) the instrument required to remove it "as of record" has been delivered to the Title Insurance Company for recording in the proper office, together with the requisite recording or filling fees end a copy of said instrument le delivered to the representative of Purchaser's title insurance company (or, if none, to purchaser's attorney), or (ii) the Title Insurance Company is willing to insurance (ii) it is regular rate and without additional premium) against collection or enforcement out of the Unit. Sponsor shall be entitled to adjourn the closing to remove or correct any non-Permitted Encumbrance. However, if the non-Permitted Encumbrance existed (and was known or should heve been known by Purchaser or his attorney but was not known or could not reasonably have been known by Sponsor) at least len (10) days prior to closing and Purchaser or Purchaser's attorney falled to send to Sponsor's attorney, Rossen Uningsion & Cholst LLP, at least ten (10) days in advance of the closing, written notice of the non-Permitted Encumbrance, then for purposes of peragraph 12 "Closing Adjustments", Purchaser shall be deemed at fault for not limely vending notice of the non-Permitted Encumbrance shall be considered at the request of Purchaser and not Sponsor.

10. Title Company Approval
Subject to the lerms of paregraph 11 below, Sponsor shall give, and Purchaser shall
subject to the lerms of paregraph 11 below, Sponsor shall give, and Purchaser shall
sceept, such tille se the Title Insurance Company will approve and insure at its regular rate and
without additional premitten, provided that the only itens, encumbrances and conditions affecting
title shall be the Permitted Encumbrances. Sponsor is not obligated to cause Purchaser's title
company to ornit any exception to title if the Title Insurance Company with insura against
collection out of the Unit.

11. Sponsor's Inability to Convey Title

(a) in the event that Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement, to remove or cure a non-Permitted Encumbrence and election not to do so, then Sponsor will amend the Plan to disclose the title defect and offer Purchaser the right for fitteen (15) days only after Sponsor notifies Purchaser of Sponsor's refusat to remedy the title defect, to elect either to (i) wave the title defect and other for circle either to (i) wave the title defect and extensive the properties of claim or right of sollon against Sponsor for damages or otherwise) or (ii) rescand and recover the Down Payment with any earned interest. If Purchaser falls to elect to rescind within such fitteen (15) day period, then Purchaser will be presumed conclusively to have elected the first option to waive and close title subject to the fillie defect. Purchaser's sole right and remedy in such case shall be to either waive the title defect and close or to rescind.

(b) if Purchaser will be obtained to the control of the purchaser's rescission notice, to return to Purchaser ell monies deposited hereunder with any interest intereon within thirty (30) days from receipt of said rescission notice. Upon making such refund, this Agreement shell be nother hereunder the plan.

under une Prain.

(c) if Sponsor notifies Purchaser that it will remove or cure a non-Parmitied Encumbrance, then Purchaser cannot cancel this Purchase Agreement for so long as Sponsor te using reasonable efforts to diligently remove or cure such non-Permitted Encumbrance.

Closing Documents
 (a) Al dosing, Sponsor shall deliver to Purchaser;
 (ii) a Bergain and Sale Deed with covenant against grantor's acts transferring to Purchaser
 full ownership (fee simple tills) to the Unit and its Common Interest, subject only to the
 Permitted Encumbrances (see Exhibit A below).

The grantor's covenant is for the personal benefit of Purchaser and will not inure to the
 benefit of Purchaser's successor or subrogees (including, without limitation, Purchaser's title
 insurance company). Purchaser must first took to Purchaser's title insurance company before
 seekhor recovers against Sponsor for recovery or any calm based on an elegand breach of

Insurance company). Purchaser must first look to Purchases's title insurance company before seeking recourse against Sponsor for recovery on any claim based on an atleged breach of such covenant. This provision shall survive the closing.

The deed shall be substantially in the form reproduced as Document Number 3 in Part II of the Plan and shall be executed and acknowledged by grantor in form for recording. Such executed dead shall be promptly delivered to the representative of the fills insurance company insuring Purchaser's title (or, if no such representative is present, then to Purchaser's attorney.

(II) A statement by the Condominium or its managing agent that the common charges and any sessesments then due and psyable the Condominium have been paid to the date of the Closing;

(III) All keys to the doors of, and mailbox for, the Unit:

(iii) All keys to the doors of, and mailbox for, the Unit;
(iv) New York City Real Property Transfer Tax return ("RPT") and New York State
Real Estate Transfer Tax return (documentary atamps), prepared, executed and scknowledged
by Sponsor in proper form for submission;
(v) Affidavit that a single station amoke detecting alarm device is installed pursuant
to New York Executive Law § 278(5).
(vi) New York State Equalization Return executed and acknowledged, in proper form

- for submission.

  (b) At Closing, Purchaser shall execute and deliver to Sponsor or as directed by Sponsor.

  (l) New York City Real Property Transfer Tax return ("RPT") and New York State

  Real Estate Transfer Tex return (documentary stamps);

  (ii) Affidavit had a single station snoke detecting atom device is installed pursuant to New York Executive Law § 378(5);

  (iii) Unit Owner's Power of Attorney, as described in paragraph 14 below;

  (iv) New York State Equalization Return executed and acknowledged, in proper form

- (iv) New YOR State Equalication retent executions and other eurose due to the forsubmission;

  (v) Personal Gueranty of Common Charges and other eurose due to the Condominium if Purchaseer is not a natural person;

  (vii) Window Guerd Notice; and

  (vii) Balance of the Purchase Price and any other amounts due pursuant to this Agreement, in a form and to payee(s) specified by Sponsor.

9. State of Title
(a) Legal ownership to the Unit shall be transferred to Purchaser at Closing subject only to
the lians, encumbrances and title conditions (hereinafter called the "Permitted Encumbrances")
enumersled in Exhibit A to this Agreement. The existence of the Permitted Encumbrances shall
not be deemed a breach of Sponeor's oversant in the deed, even though the deed does not
expressly provide that it is given subject to the Permitted Encumbrances. It is intended and
agreed that the deed for the Unit to be given by Sponsor to Purchaser at closing shall be

12. Closing Adjustments
(a) At closing, Sponsor and Purchaser shall apportion, as of 11:59 p.m. of the day preceding the closing;

preceding the closing:

(i) Real estate taxes, S.I.D. tax, and assessments, if any (as discussed bolow) (for purposes of this paragraph 12, the term real setate taxes shall be deemed to include assessments, if any. Real estate taxes and B.I.D. tax will be apportioned at closing between Sponsor and the Purchaser based on the period such taxes have been prapaid by Sponsor);

(II) Common Charges for the month in which title closes (based on the number of days in

(ii) Common charges for me morten in which tille closes (based on the number of days in the month in which tille closen) occurs).

(b) The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

(c) Any errors or ornisations in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing.

payment made to the proper party promptly after discovery. This provision shall survive the closing.

(d) Installments for tax assessments due after the delivery of the deed, if any, shall be paid by the Purchaser and shall not be considered a defect in fille.

(e) If, through no fault of Sponsor, Purchaser halls for any reason to close on the Closing Date, or is deemed at fault for of timely sending a notice of a title defect as provided above, then all closing adjustments will be calculated as of 11:59 P.M. of the day immediately proceding the originally scheduled Closing Date and Purchaser will, at closing:

(i) reimbures Sponsor the daily sum equal to .044% (which is equivalent to an ennual rate of approximately 16%) times the Unit's Purchase Price for each day's delay commencing with the date originally scheduled for closing through the day prior to the actual Closing Date; and

(ii) pay Rosen Livingston & Chotst LLP the sum of \$250 for each default latter sent to Purchaser for each rescheduled closing date to reimbures such firm for the costs incurred in connection with sending such default terter or rescheduling the closing date.

All sums under clauses (i) and (ii) above shall be paid by unendorsed personal cutified check of Purchaser or centred acceptance of a part of the costs incurred in connection with sending such default tester or rescheduling the closing rate.

All sums under clauses (i) and (ii) above shall be paid by unendorsed personal cutified check of Purchaser or centred any sum of purposes of losing and purchaser or Purchaser's attorney Rosen Livingsion & Choist LLP, notice of such non-Permitted Encumbrance and the adjournment of the closing to ellow Sponsor to correct or sprayed the non-Permitted Encumbrance and the adjournment of the closing to ellow Sponsor to correct or sprayed the non-Permitted Encumbrance shall be considered at the request of Purchaser and not Sponsor.

13. Purchaser's Closing Costs

'At looking, Purchaser will pay certain costs in connection with the purchase of his Unit in addition to the legal fees of Purchaser's counsel (if any) and the amount of any not credil in favor of Sponsor that may result from the closing apportionments described in the preceding paragraph. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in offect on the date of the Plan and are subject to change

nout prior natice:

(a) if Purchaser elects to obtain fee title insurance, Purchaser will pay a pramium to the title
nparty for such insurence, which promium may vary depending upon the title insurance
nparty and the amount of insurance requested. A lower combined rate may be available if
and mortigage insurance are ordered simultaneously.

- (b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of

- Attorney:

  (c) if Purchaser obtains a mortgage ioan, Purchaser will pay:

  (h) a fee and service charge for recording the mortgage;

  (ii) a mortgage recording tax in the following amount:

  (a) for Residential Units, 2,05% of
  the face amount of a mortgage ioas than \$500,000 for which mortgager receives a \$25
  deduction, or 2,176% for a mortgage covering a Residential Unit equal to \$500,000,00 or more,
  leas \$25 and (b) for non-residential Units, 2,05% of the face amount of a mortgage less than
  \$500,000 or 2,80% for a mortgage covering a mort-selfancial Unit equal to \$500,000 or more,

  (iii) If mortgage title insurance is required by Purchaser's lender, an additional premium for
  insuring the mortgages's interest in an amount equal to the principal amount under the
  mortgage loen.
- mortgage losen.

  (iv) if required by Purchasea's lender, deposits for Common Chargea, real estate taxes and assessments in an initial amount and in such monthly sums after closing as required by the lender, (the amount of which monthly deposits may be changed periodically by the lender). The amount of the initially deposited at closing and the amount of the monthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of title and the data upon which the taxes and other charges or impositions next due are to be paid and the lender's estimate of the amount of the taxes and other charges or impositions then payable; and
  (v) all other closing costs and expenses required to be paid to, or on behalf of, such lender (which costs and expenses may include the fees of such lender's counset), in amounts to be determined by the lender. Sponsor makes on representation or warranty as to the nature or emounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lender with respect thereto;
- (vi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pey a commission to such broker unless Sponsor egrees
- Purchaser Will be required to pey a commission to auch broker unless Sponsor egrees otherwise in writing;

  (vii)Purchaser Will pay to Rosen Livingaton & Cholet LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Altorney, additional closing documents and for coordinating and attending the closing;

  (viii) if Purchaser obtains financing and his lander refuses to close at the office of Purchaser obtains flower and his lander refuses to close at the office of Purchaser's lendor or such lender's counsel on condition that the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholet LLP, in addition to said closing fee set forth above, a travel fee of \$500.00 if the closing sheld in Manhatian or \$700.00 if the closing is held in another borough. If the closing attended by a representative of Rosen Livingston & Cholet LLP is additioned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholet LLP an additional travel and attendance fee in the same amount as stated above for each stendance.
- utility) if Purchaser is other than a natural person, Purchaser will be required to provide risonal gueranty of Common Charges and other charges due to the Condominium and haser will pay Rosen Livingston & Cholat LLP a tee of \$500.00 for preparation of such
- Guaranty.

  (ix) if Sponsor arranges a partial assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Cholel LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment

Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing. Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the processos of such sale.

Unit may be son to encourse as industry as industrial to the control of the processor of such sale.

16. Risk of Loss; Casualty

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the deed is delivered to Purchaser at closing.

(b) All other risk of lose prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor or the Unit Owners eled to repair or replace the lose or damage, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abetement in, the Purchaser Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Salance unless and unit (f) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the casualty, (f) its cessential services (such as gas, electricity, and heat) and a reasonable means of ingress and agrees to the street have been rectored; and (fi) any condition in the Unit for which a violation (ff any) is noted or issued has been corrected (even if same is not yet removed of record), other than those that are the obligations of purchaser to cause to be removed subsequent to closing all violations of record. It is obligation to purchaser to vertexers. (Sponsor will andeavor in good faith, and with reasonable diligence, to remove or cause to be removed subsequent to closing all violations of record. It is obligated to correct.) Any processor shall promptly turn them over to Sponsor (subject to the rights, if any, of the Condominium Board or of other Unit Owners). If such proceeds are paid to Purchaser hall promptly turn them over to Sponsor upon request. The provisions of the two preceding sentences shall survive the closi

17. Inspection of Unit
At least ten (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or the Selling Agent to inspect the Unit before the leges of such ten (10) day period. Purchaser or his duly authorized agent shall strend such inspection and shall compile, date and sign the inspection Report (in the form set forth as Exhibit B to Inits Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the Inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of seld notice or to as sign and deliver the compileted inspection Report shall not accove Purchaser from paying the Balance when due (without provision for escrew) and shall constitute Purchaser's full acceptance of the Unit.

(d) Purchaser will pay the New York State Real Estate Transfer Tax (documentary stamps) to be affixed to the deed, the New York City Real Property Transfer Tax and (if applicable) the one (1%) percent "maneton tax";

(e) Purchaser will pay to 136 Weel 62<sup>nd</sup> Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the aforementioned costs, fees and charges are cumulative.

The payments described above shall be psyable at or prior to the Closing by Purchaser's unendozed, personal certified check or official ceshier's or bank check drawn on a member bank of the New York Clearing House Association made psyable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

# 14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners

Commercial Unit Owners

At closing, Purchaser shell execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retaill Unit Owners and the Commercial Unit Owners relative to smending the Condominium Documents to the extent to the Condominium Board.

In Condominium Board.

15. Events of Default

(a) The following shall consitute "Events of Default" hereunder:

(b) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 6 herein or to limely pay the applicable Rosen Livingston & Cholet LLP closing foes or any applicable trevel and attendance les or any other closing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Cholet LLP pursuant to paragraphs 12 and 13 above; or

(ii) Purchaser's fallure to pay, perform, or observe any of his other obligations hereunder.

(b) Upon the occurrence of an Event of Default, Sponsor shall be smilled, in its sole and absolute discretion, to cancel this Purchaser Agreement by giving Purchaser written notice of cancellation, to cancel this Purchaser faill live to living (30) days from the giving of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) PAY PERIOD. If the default is not oured within such thirty (30) day period, then this Agreement shall be deamed cancelled and Sponsor shall have the right to retain, as end for liquidated damages, the Downpayment. Any sums in excess thereof, logeline with any interest thereom shall be returned to Purchaser after cancellation. Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is dishonered or fails of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (i) not ellow Purchaser any grace period in which to provide good trunds for Purchaser's check in payment of the Down Payment is dishonered to nevote good the desard of the payment and the Purchaser fails to so do within such thirty (30) day partiod, to sue Purchaser s Down Payment and if Purchaser fails to so do within such thirty (30) day partiod, to sue Purchaser of the dishonered or uncollected check. In the latter case, Purchaser will also be liable to reimburse Sponsor (all illigation costs and

However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Decleration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any lawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any otherges in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

10. No Representations

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, furnishings and fixtures conteined in model units, selling brochures, advertisements, representations, warnanties, statements or sellmates of any nature whetsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms or closels thereto contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented heroin or in the Plan (Purchaser having relied on Purchaser's own examination and investigation thereof). No person has been suthorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of the Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the floor plans, it accurate or correct, provided the layouts and dimensions conform substantially to such floor plans and (b) that Purchaser shall not be relieved of any of Purchaser's exigence of the paragraph shelf survive the closing of title.

19. Negotiable Terms

# 19, Negotlable Terma

19. Negotiable Terms
Sporeor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with such purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more favorable purchase term given to another purchaser and will not have the right to rescind the Purchase Agreement or recover his Down Payment or any other amount for not being given such benefit. The following is a itial of only some of the purchases forms which may be negotiated; purchase price; the amount of the Down Payment for failure to obtain financing or to close by a specific date; the closing date and minimum notice required to schedule the closing; upgrated appliances, listures or equipment or other alterations, improvements or additions to be performed by and at the expense of Sporace; excusing a purchaser from closing costs and/or penalties for closing late; longer time periods to pay or perform obligations under the Purchase Agreement; elimination of "time of the assence" provisions; price or common charge rebates; assumption of payment of, or guarantee of, common charges for a given period; Sponsor financing (provided en amendment to the Plan containing the terms thereof is duly filled;) allowances or credits agained the purchase price for decorations; to install eppliances or fixtures and granting to Purchaser the benefit of any one or more favorable terms offered or given to enother purchases.

# 20. Notices

20. Notices
All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notice") shall be delivered personally or given in writing by registered or certified mall, return receipt requested, postege prepaid, and, if sent to Purchaser, addressed to Purchaser addressed to above, with a copy, to Purchaser at address, and if sent to the Sponsor, addressed to the Sponsor at c/o Rosen Livingston & Cholet LLP, 275 Madison Avenue, New York, New York 10016, Attendion: Andrew B. Freedland, Sec, Ether party may, by notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposition in any branch, station or depository maintained by the U.S. Postal Service in the Ctify and State of New York, except that a notice of a new address shall be deemed given when actualty received.

Sponsor has authorized the Selling Agent and Rosen Livingston & Cholet LLP, its periners, associates and legal assistants to sign and deliver on bohalf of Sponsor any and all notices (including, without limitation, notices fising and adjourning the closing date, notice of defeuti, etc.) required or permitted to be given hereunder.

21. Broker

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this trensaction apart from the Selling Agent and the Co-Broker whose name appears on page 1. Purchaser shell pay the commission of any broker with whom Purchaser may have dealt (other than the Selling Agent and the Co-Broker) and Purchaser grees that should any claim be made against Sponsor for commissions by any other broker on account of any acts or dealings of Purchaser or of Purchaser's representatives, Purchaser will Indemnify and hold Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitation) reasonable legat (see and disbursements. The provisions of the peragraph shall survive the closing. peragraph shall survive the closing

22. No Lien; Agreement Subordinate to Mortgage

(a) No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement for any monites deposited hereunder. This Agreement shall not be recorded and any purported recordation hereof by Purchaser shall be yold and constitute an Event of Default.

(b) In furtherance, and not in limitation, of the provisions of the precading subparagraph (e), Purchaser agrees that the provisions of this Agreement are, and shall continue to be, subject and subordinate to the lien of any mortgages hereifore or interester made and any peyments or expenses already made or incurred or which hereafter may be made or incurred or purposed or the further states and mortgages or obtain a release of the Unit and its undivided interest in the Common Elementa from the lien of such mortgages on or prior to the Closing Dates. The existence of any mortgage or mortgages encumbering the Property, or portions lihered, claim than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchaser Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Spensor, provided that the Unit is released from the iten of such mortgage at closing.

# 23. Entire Agreement

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The provisions of this Agreement shall be governed by, and construed and enforced in cordance with, the laws of the State of New York.

31. Waiver of Jury Trial

Except as prohibited by lew, the parties shall, and they hereby do, expressly waive trial by
Jury In any litigation arising out of, connected with, or relating to this Agreement or the
rotationship created hereby or in the Plan. With respect to any matter for which a jury trial
cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor
move to consolidate such claim with, any solion or proceeding in which a jury trial is waived.

A reference in this Agreement to any one gender, mesculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise

# 33. Cartain References

33. Certain References
The term "inerein", "hereof" or "hereunder" or similar terms used in this Agraement refer to this entire Agraement and to the particular provision in which the torm is used. Unless otherwise stated, all references herein to paragraphs, subparagraph or other provisions are references to paragraphs, subparagraphs or other provisions of this Agraement.

34. Captions
The captions in this Agreement are for convenience and reference only and in no way
define, limit or describe the scope of this Agreement or the intent of any provision hereof,
Successors and Assigns
The provisions of this Agreement shall bind and inure to the benefit of Purchaser and
Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and
inure to the benefit of Sponsor and its successors and assigns.

35. No Oral Changes

This Agreement cannot be changed or any provision walved crelly. ANY CHANGES OR
ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED
HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

# 36. Acceptance of Purchase Agreement

36. Acceptance of Purchase Agreement (a) The Agreement shall not be binding upon Spansor until a duplicate hereof, executed by Spansor or its duly authorized agent, is delivered to Purchaser. The submission of a Plan or Purchase Agreement los a prospective purchaser shall not be construed as Spansor's approval of such sale. If such executed duplicate of this Agreement is not sent or delivered to Purchaser within thirty (30) days after same is received by the Selling Agent elong with a check for the Down Payment, it shall be deemed rejected and canceled and all monies paid by Purchaser shall be promptly refunded without interest. Upon such refund being made, nother party shall have any further rights or obligations hereunder with respect to the other. Spansor shall have the right to reject this Agreement without cause or explanation to Purchaser, provided such rejection is not due to Purchaser's except, caler, national origin, ancestry, disability, marifal status or other ground procuritied by law.

# 37. Escrow Provisions

A. The law firm of Rosen Livingsion & Cholet LLP, with an address at 275 Madison Avenue, Suite 500, New York, NY 10016, telephone number 212 687-7770, shall serve as

This Purchase Agreement, together with the Plan, as the Plan and Purchase Agreement may be amended from time to time, constitutes the entire agreement between the parties as to the aubject matter hereof and supersedes all prior understandings and agreements.

24. Agreement May Not Be Assigned Without Consent Purchaser does not have the right to assign this Agreement without the express prior written consent of Sponsor to such assignment. Sponsor is not obligated to give such consent and if Sponsor refuses to consent Purchaser will not be excused from Purchaser's obligations under

If Sponsor, In its sole discretion, elects to permit Purchaser to assign this Agreement, Purchaser shall pay to Rosen LMngston & Choist LLP, simultaneously with Purchaser's execution and delivery of such assignment, a fee of \$350 for preparing such assignment.

25. Joint Purchasers
The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

26. Acts of God Sponsor shall be excused from performing any obligations or undertaking provided for in this Agreement for so long as such performence is prevented, delayed, or hindared by an act of God, lire, flood, explosion, war, riot, sabotage, inability to procure or, general shortage of, energy, labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or disatinilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

# 27. Further Assurances

Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to affectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. Severability If any provision of this Agreement or the Plan is invalid or unenforceable se against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such prevision to Other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

29. Strict Compliance
Any failure by Sponsor to Insiet upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches that may occur, and Sponsor, notwithstending any such failure, shall have the right thereafter to insiet upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

# 30, Governing Law

escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following ettorneys to serve as signatorias; Morton H. Rosen, Peter I. Livingeton, Bruce A. Cholst, Mary L. Kosmark. All designated signatories are admitted to practice law in the Siste of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor. Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

- B. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from secrow.
- C. The Eacrow Agent has established the eacrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the Stale of New York. The eacrow account is entitled "(Purchaser's Name) Rosen Livingston & Cholst LLP as Eacrow Agent ("Escrow Account"). The Eacrow Account is not en IOLA account. The Eacrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.
- D. All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholsi LLP, se Escrow Agent.
- E. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest seared thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shell bear all costs associated with the maintenance of the Escrow Account.
- F. Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Escrow Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be seried on the Deposit. Any Deposite made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.
- G. The Escrow Agent is obligated to send notice to the Purchaser once the Daposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (16) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within innerly (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Low Roel Estale Finance Bureau, 120 Broadway, 23th Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is autumitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Lew's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchese Agreement, are and shall continue to be the

Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

- Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulling Purchaser until effer consummation of the Pien, as swidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
  - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
  - (b) in a subsequent writing signed by both Sponsor and Purchaser; or
  - (c) by a final, non-appealable order or judgment of a court

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer linen thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of seld release. If the Escrow Agent receives a written notice to both parties informing them of seld release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said hirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstending his foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to

- (a) a Purchaser who timely rescinds in accordance with an offer of readistion contained in the Plan or an Amendment to the Plan or
- (b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

- Separate agreement, whether orel or in writing, by which a Purchaser purports to walve or indemnity any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-h) and 352-h concerning escrow furst funds shell prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

  Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first PURCHASER-135 WEST 52" STREET OWNER 

(Purchaser) Date Accepted; ("Please initial on line and print or type name under line.)

\_\_\_\_(A.M.)(P.M.) \_\_, 2014; and Delivery of Purchase Agreement and Chack for Down Payment at

RIAN MIRO Down Payment at \_\_\_\_\_ (A.M.)(P.M.)

- M. A fluciary relationship shall exist between Eacrow Agent and Purchaser, and Eacrow Agent acknowledges its fluciary and statutory obligations pursuent to GBL §§ 352-e(2-b) and 352(h).

- Escrib Agent economieages its noticiary and statutory obligations pursuent to GBL §§ 352-a(2-b) and 352(3-b).

  Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchese Agreement and which is believed by Escrow. Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no itability or responsibility with respect to the form, execution, or validity thereof.

  O. Sponeor agrees that it shall not interfere with Escrow Agent's performance of its fluctary duties and statutory obligations as set forth in GBL §§ 362-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

  P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-9, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement, Q. Prior release of the Deposit, Escrow Agent's fees and discursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit yeary financial institution under any circumstance.

  R. Sponsor agrees to defend, Indemnify, and hold Escrow Agent harmless from and
- circumstance.

  R. Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and ageinst all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with his Purchase Agreement or he performance or expensions and agent's duties under this Purchase Agreement, except with respect to actions or emissions taken or suffered by Escrow Agent to bad faith or in willful disrepard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This Indemnifty Includes, without Inditation, disbursements and attomey's feee either petol to retain attomeys fore either petol to retain attomeys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to Itself.

# 38. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or .pdf and such shall be deemed originate.

[Signature page follows]

ay: David Blattfoor, Principel

("Please initial on line and print or type name under the,)

70 E! \_\_\_\_\_ (A.M.)(P.M.)

ZHU KEDINA

Wn Payment of 2014

RIAN MIAO

EPONSOR: 185 WEST 52 <sup>M</sup> STREET OWNER LO  By: Mayor Chafril, Principal  By: David Blakton, Principal	PURCHABER:  Purchaser  Purchaser  Co-Purchaser
(Purchaser) Dista Accepted: Thultis	- -
Purchaser soknowledges: Receipt of Offering Plan and Amendments at (A.M.)(P.M.) on 2014; and	Indiana K. 240 KED IN IT.
Delivery of Purchase Agreement and Others for Down Payment of	Intick: M. QIAN MIA .

- Leases and service, maintenance, employment, management, concessionaire and license agreements, if any, of other Units or portions of the Common Elements, provided same are disclosed in the Plan or in an emendment thereto.
- The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided (he same are adjusted at the closing of title.
- The iten of any unpaid assessment payable in installments (whether imposed by a taxing authority or the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at closing).
- 11. Any encumbrance as to which either the Title Insurance Company or the title insurance company which Insures Purchaser's title to the Unit would be willing to insure at its regular rates, without additional premium, in a fee polloy issued by it to Purchaser to insure that such encumbrance, (a) will not be collected out of or enforced against the Unit if it is a lien and (b) will not prevent the use of the subject Residential Unit for dwelling purposes. (Any exception which the Title insurance Company has omitted or insured at its regular rates and without additional premium, which will not be collected out of or enforced against a Unit, in a fee tills insurence policy for other Units, is not an objection to title.)
- 12. The Certificate of Occupancy to be issued covering the Building, provided it authorizes occupancy of the subject Residential Unit for residential purposes.
- Any violations against the Property (other than the subject Unit) which are the obligation of the Condominium Board or another Unit Owner to correct.
- Standard printed exceptions contained in the form of fee title insurance policy then Issued by the title insurance company insuring Purchaser's title to the subject Unit.
- Any sesement or right of use required for Sponsor to obtain a temporary, final or amended Certificate of Occupancy for the Building, provided such easement or right of use will not prevent the use of the subject Residential Unit for dwelling purposes
- Distinctive Street Improvement Maintenance Agreement in Reel 1109 Page 862. 16.
- 17. Zoning Lot Certification in Reel 789 Page 115.

# EXHIBIT A TO PURCHASE AGREEMENT

- Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasigovernmental authority having jurisdiction, provided they do not prevent the use of the subject Unit for dwelling purposes,
- State of facts shown on a survey made by Earl B. Lovell-S.P. Belcher, Inc. dated March 12, 2013 and any state of facts which a more recent survey or personal inspection of the land and building would show, provided such additional state of facts would not prevent the use of the subject Residential Unit for dwelling purposes or, if applicable, the subject Commercial or Retail Unit for the purposes permitted by Law and further provided that such state of facts do not rander title unmarketable.
- The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations thereto), the Power of Attorney from Purchaser to the Condominium Board, Sponsor, the Commercial Unit Owners and the Retail Unit Owner and the Floor Plans, all as same may be amended from time to time.
- Consents by Sponeor, or any former owner of the Land for the erection of any structure or structures on, under or above any land, street or streets on which the Land may abut
- Any easement or right of use in favor of any utility company for construction, use, maintenance, repair and replacement of all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across
- Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tex (which is to be paid by the Condominium Board, the Retail Unit Owner or the Commercial Unit Owners (as the case may be)).
- Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining wells, bay windows, terraces, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, foolings, chutes, fuel oil lines, drainage and stand pipes, and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the property and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any,

# EXHIBIT B INSPECTION REPORT

136 West 52<sup>rd</sup> Street Owner LLC 512 Seventh Avenue New York, New York 10018

135 West 52nd Street New York, New York 10019

Gentlemen: This is to confirm that based on the undersigned's personal inspection of the above referenced Unit, I (we) have found the Unit, its floors, wells, doors, fixtures, appliances, equipment, hardware and all other flems itsted below, to be in good and estificationy condition, free of chips, mars, scratches, breaks or other defects, except for those matters (if any) expressly noted below under "exceptione" requiring repair, adjustment or correction:

ilem	Exceptions (If any)	Purchaser's Initials
Unit (a)	Interior: Walls:	
(b)	Floore:	
(c)	Cellings:	
(d)	Windows: (glass, sash, pane, slll, etc.)	
(e)	Doors;	· <del>- · · ·</del>
(I)	Electrical fixtures:	
(g)	Painted surfaces:	
(h)	Kitchen cabinets:	
(i)	Appliances:	
<b>(</b> )	Kitchen sink:	
(k)	Madicina cabinate:	
(1)	(doors & mirror) Vanities:	

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	lem	Exceptions (if any)	Purchaser's Iniliels
	(m)	Bathroom sinks:	
	(n)	Water closet:	
	(o)	Bethtubs:	
	(p)	Bethroom Ille:	
	(q)	Hardware:	
		(doorbell, doorknob, faucets, locks, etc.)	
	(r)	Intercom:	
2.		rel Operating Condition:	
	(e)	All Doors:	
	(b)	All Windows:	
	(c)	All Plumbing:	<u> </u>
	(d)	All Hardware:	
	(e)	Olher.	

The undersigned will sign and deliver to you a separate statement signifying my (our) satisfaction with each item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, adjustment or corrections to the Unit or any portion thereof or its lixtures, appliances, equipment, atc., contained therein, from or after the date of delivery of possession of the Unit of the undersigned, except es to those litems (if any) expressly excepted above and your obligation regarding any such excepted items shall cease upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be constitued to excuse Sponeor from its obligations to correct defects in construction or design to the extent required in the ecotion entitled "Rights and Obligations of Sponsor contained in the Offering Plan for Condominium Ownership of the 136 West 52" Street Condominium. The undersigned shall be required to complete the payment of the Purchaee Price (without the provision for an accreasive) and accept little to the Unit on the closing date notwithstanding the presence of any exceptions.

Agreed To:
Purchaser's Signature 135 Wast 52" Street Owner LLC

Purchaser's Signature By:

PURCHASE AGREEMENT

AGREEMENT made as of Ambroary

WINER LLC, maintaining an office at 512 Savanin Avanue, New York, New York 10019

("Sponsor"), and Jessica Rocitiquez rockling at 345 East 50" Street, Apartment #6E, new York, NY 10022 ("Purchaser").

Purchaser's Attorney: Kelth A. Schuman, Esq.

Address: Schumen & Associates LLC

1538 Third Avenue, 4<sup>th</sup> Floor

New York, NY 10028

Telephone: (212) 490 0100 x302 Fax:

Email; kelth@schumenlawfirm.com

Percentage of Common Interest: 0,7300 ⅓. Common Charges: \$1,693.02 per month

Residential Percentage of Common Interest; 0.9575%

Salling Agent: Douglas Elliman (Stacy Spielman)

Co-Broker: Brown Harris Stevens Residential Sales, LLC (Slacey Lynn Curry)

Real Enlare Taxes: \$1,694.77 per month; B.J.D. Tax: \$20,19 per month;

Real Estate Taxes: \$1,894.77 per month;

Sponsor agrees to sell and convex, and Purchaser agrees to gurchaise, Unit No. 17B

("Unit") in the beliding "füulding") known as 135. WEST \$2<sup>nd</sup> STREET Condominium

("Condominium); and located at 135. WEST \$2<sup>nd</sup> STREET, New York, New York 10019;

together with a 0.7300% undivided interest in the Common Elements appurement therate, all

upon and subject to the terms and conditions set forth herein. The Unit shad be as designated

in the Deeleration of Condominium Ownering (as the same may be amended from time, the "Declaration") of the Condominium, excerded in New York Courty, New York or the

By-Laws (as the same may be amended from time to time, the "By-Lawa") of the Condominium.

Purchase Price
 Price | Purchase Price | Purchase | Price | Price | Purchase | Purchas

collection, the receipt of which is hereby acknowledged, to be hold in eacrow pursuam inperagraph 5; and
(i) \$3,145,000.00, constituting the balance of the Purchase Price (Balance), by
certified check of Purchaser or official bank check (accept as otherwise provided in this
Agreement) on the delivery of the deed as hereineter provided.
(b) All checks in payment of the Purchase Price shall expresent United States currency and
be drawn on or issued by a bank or futul company authorized to accept deposits in New York
State. All checks in payment of the Purchaser price shall expend to accept deposits in New York
State. All checks in payment of the Development of the between of the Purchase Price
shall be payable to the order of Sponsor (reserves
the fight to require Purchaser to pay the Balance or any portion thereof in "immediately
available funds" it. by which stander to a bank account designated by Sponsor).
(c) All checks shall be unendorsed, made payable to the direct order of Rosen Livingston &
Chost LLP, as Escrow Agent, or (as to the Balance) to "135 West 52" Street Owner LLC" or

1

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Law) and agrees to abdie and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updeting of the projected Common Charges, the projected real estate taxes to be paid by Purchaser, or Schadule B "Budget for the First Year of Condomhinum Operation"). Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under health of the Plan, any such amendment shall nother excuse Purchaser for performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser Pice or citient or right of action against Sponsor, and any such amendment may be filed by Sponsor without Purchaser's consent or approve). However, Sponsor shall not have the right to unitetrately cancel this Agreement except as herein provided (such as in the case of an uncurred default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents threaton writing.

(d) The Plan is hereby incorporated in this Agroement with the seme force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to exemine all documents and investigate all statements made hereth and in the Plan.

investigate all statements made herein and in the Plan.

4. Personal Property
(a) Al closting, the Unit will contain only those appliances, countertops, cabinets, fleoring, sinks, vanities (it any), air conditioning units (if any), hardware and other fixtures and equipment installed therein as sat forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, venities, flooring and fixtures in place of those referred to in the Plan provided only that the substitutions are of equal or belter quality and design.

(b) The Unit is being sold unfurnished, without whole blinds or shades. Furniture, floor coverings, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including lines contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser extensiveleges and agrees that he is not relying thereon. Sponsor shall not be lable for infloor variations from any floor plane or structures.

(c) Salter model apartments may, at Sponsor's option, be sold furnished at a later date but will initiatly be withheld from sale.

(d) There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alternations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or by separete agreement between Sponsor and Purchaser).

5. Purchase Monles to be Held in True! (a) The lew firm of Rosen Livingston & Choist LLP, with an address at 275 Madison Avenue, New York, NY 10016, letephone number 212 687 7770, shall serve as escrew agent ("Escrew Agent") for Spontor and Purchaser. Escrew Agent has designated the following attorneys to serve as signatories: Morton H Rosen, Peter I. Livingston, Andrew B. Freedland Furue A. Choist. All designated signatories are admitted to practice law in the State of New York. Neither the Escrew Agent nor any authorized signatories on the account are the

such payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payes; they may not be endorsed.

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactority performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise sel lorth herein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excise Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations teaued by the Department of Law.

(e) Purchaser is not required to pay the Batance or accept title to the Unit unless all of the prerequisities set forth under Terms of Sale - Prerequisities to Closing of Title\* in Part I of the Plan are met concurrently with, or prior to, closing.

# 2. Definitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52<sup>NO</sup> Street, New York, New York 10019.

1901's (b) 'Closing Date', 'closing', 'closing of title' and words of similar import are used synchymously and mean the settlement of the mutual obligations of Sponsor and Purchased under titls Purchase Agreement, lockliding the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the dead transferring full ownership (fee aimple title) to the Unit on the forms sat forth in this Agreement.

(a) 'Condominium' shall mean The 135 West \$2^{10} Street Condominium.

(d) 'Declaration' shall mean the Declaration of the 135 West \$2^{20} Street Condominium establishing condominium ownership of the Proporty, as same may be amended from time to time.

- time.

  (a) \*Depository\* shall mean Signature Bank, 300 Park Avanue, New York, New York 10022.

  (f) \*Plan\* shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

  (g) \*Property\* shall mean the Building, the land upon which it is erected and ail other improvements thereon more fully described in the Declaration.

  (h) \*This leavenee Company shall mean any reputable little insurance company licensed to do business in the State of New York.

  All other terms not defined elsewhore herein shall have the meanings ascribed to them in the Plan.

Purchaser represents that Purchaser has possossed the Plan and any filed endments thereto at least three (3) business days prior to submitting this Purchase

amendaments intered at reast time (or pushess says prior to securing unit (1)) in the overt Purchaser does not wish to wait three (3) business days) Purchaser has the right to rescrid this Purchaser Agreement by sending writers notice of his resclasion to the Seiling Agent by cartified or registered mail, return receipt requested (and post-marked), or by personal delivery to the Seiling Agent, withis seven (7) days of submission of this Agreement (time being of the essence to exercise such right of rescission within such seven (7) day

Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest  $\ln$  any of the foregoing.

(b) The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, Now York, New York ("Gank"), a bank authorized to do business in the State of New York. The escrow account is endited "Plurchaser's Name! Rosen Livingston & Cholst LLP Escrow Agent" ("Escrow Account"). The Escrew Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.

All Deposits received by Purchaser shall be in the form of checks, money orders, wire ansfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to a order of Rosen Livingston & Cholst LLP es Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The Interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to scorue upon placing the Deposit into the Escrow Account. All Interest samed thereon shall be paid to or credited to the Purchaser at Cosing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall beer all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended herelo as Exhibit (A.

The Down Payment will not earn Interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The Interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinefler reforred to as "Interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hareunder and the transfer to Purchaser of title to the Unit, Sponsor will inertuct the Depository to pay to Purchaser any and all interest or mories deposited hareunder. It is possible that Purchaser may not receive interest or more Down Payment for the entire month in which the closing is scheduled to occur. The Sponsor and Selfing Agent will not be tiable to Purchaser for amount of such hiterest or rite payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in scootnance with Sections 352-2(glb) and 352-h of the New York General Business Law and with Section 71-e(3) of the New York Lien Law.

6. Closing of Title

(e) The closing of liflo shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days prior written notice (unless waived by Purchaser). Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time for closing.

Purchaser shall be untitled to one (f) adjournment of the closing not to exceed five (S) days (the "Adjourned Closing Data"). The closing adjustments stated in section 12(e) shall not accrue unless Purchaser falls to close on such Adjourned Closing Dato. Such adjournment must be exercised no less than two (2) days prior to the scheduled closing date.

(b) The closing of title shall occur only after or concurrently with compliance with the precedulates set (orth under "Terms of Sale Prerequisites to Closing of Title" in Part I of the Plen.

in the costing of title shall occur only after or concurrently with complished with the Plen.

(c) Sponsor has largeted the First Closing for June 1, 2015 based on the current construction schedule. The actual date for the First Closing is not assured or werented and may be earlier or substantially later depending on the progress of sales and construction and compilance with the other prerequisites recited in the section of the Plen entitled Terms of Sale\*. However, if through no fault of Purchaser the First Closing does not lake place by June 1, 2016, Purchaser shall have the right to rescind this Purchase Agreement and recover his common with a section of the Plen entitled Terms of the Sponsor no later than fifteen days after the date that such right arises.

Purchaser acknowledges hald Junis may be completed at varying times over a protonged period that will extend beyond the First Closing. In such event, the order in which Units with Units are contracted for sale nor the numeric order of the floors. Many unforeaseable factors can affect the completion of Units. Accordingly, the sequence in which Units (including the subject Unit) will exclusing be inferiored. No representation is made nor any assurance given that the closing of the subject Unit will occur contemporaneously with the First Closing.

Purchaser further acknowledges that construction (and, therefore, the closing) may be delayed by late delivery of material and equipment, labor difficulties, unavailability of building trades, casualty, inclement weather and other events beyond Sponsor's control.

Purchaser agrees that Sponsor is to be afforded liberal and broad latitude in time and in all decisions concerning the completion of the Property and the Units pursuant to the Pian. Purchaser agrees that Sponsor for damages or losses in the event the First Closing occurs substantially later than the targeted date or the time to complete and closs (like to Purchaser's Unit is delayed or postponed by Sponsor.

Notwithstanding the foregoing, Purchaser may r

7. Representations, Warranties and Covenants
Sponsor represents, warrants and covenants
Sponsor represents, warrants and covenants that:
(a) Sponsor is the sole owner of his Unit and the property deferred to in paragraph 1, and
Sponsor has the full right, power and euthority to sell, convey and transfer the same;
(b) The common charges (excluding separately billed utility charges) for the Unit on the
date harvor are set forth on page 1 of this Agreement;
(c) Sponsor has not received any written notice of any intended assessment or increase in
common charges not reflected in subparagraph 7(b). Purchaser acknowledges that it will not
have the right to cancel this Agreement in the event of the imposition of any assessment or
increase in common charges after the date hereof of which Sponsor has not heretofore
received written notice;

9. State of Title (a) Legal ownership to the Unit shall be transferred to Purchaser at Closing subject only to the itens, excumbrances and little conditions (hereinafter called the "Permitted Encumbrancese") enumerated in Exhibit A to this Agraement. The existence of the Permitted Encumbrances shall not be deemed a broach of Sponsor's overnant in the deed, even though the deed does not expressly provide that it is given subject to the Permitted Encumbrances. It is intended and agreed that the deed for the Unit to be given by Sponsor to Purchaser at closing shall be deemed to be subject to the Permitted Encumbrances to the same effect as if set forth therein etternative.

deemed to be subject to the Permitted Enculmorances to the same enect as a set to in inversing tellingth.

(b) Any liens, enculmorances, or conditions not included in the Permitted Encumbrances shall not be an objection to title if: (i) the instrument required to remove it as of record has been delivered to the Title Insurance Company for recording in the proper office, together with the requisite recording or filing fees and a copy of said instrument is delivered to the representative of Purchaser's little insurance company for; if none, to purchaser's atterney), or (ii) the Title Insurance Company is willing to insure Purchaser (at its register rate and without additional premium) against collection or enforcement out of the Unit. Sponsor shall be entitled additional premium) against collection or enforcement out of the Unit. Sponsor shall be entitled to adjourn the dosing to remove or correct any non-Permitted Encumbrance. However, if the non-Permitted Encumbrance existed (and was known or should have been known by Purchaser or his attoring but was not known or colonist on the satisfies and the same of the cloning, written notice of the non-Permitted Encumbrance, then for purposes of paragraph 12 "Closing Adjustments". Purchaser's allow to first for not timely sending notice of the non-Permitted Encumbrance, then for purposes of paragraph 12 "Closing Adjustments". Purchaser shall be deemed at fault for not timely sending notice of remove the non-Permitted Encumbrance shall be considered at the request of Purchaser or remove the non-Permitted Encumbrance shall be considered at the request of Purchaser and not Sponsor. Ballevey of a title report and its facility of a title report and its adjustments. and not Sponsor. Dailvery of a title report and its supplements to Soller's attorney shall be deemed written notice of the non-Permitted Encumbrances for the purpose of this

10. Title Company Approvat
Subject to the terms of paragraph 11 below, Sponsor shall give, and Purchaser shall
accept, such little as the Title Insurance Company will approve and insure at its regular rate and
without additional premium, provided that the only liens, encumbrances and confillons affecting
title shall be the Permitted Encumbrances. Sponsor is not obligated to cause Purchaser's title
company to only any exception to title if the Title Insurance Company will insure against
collection out of the Unit.

11. Sponsor's Inability to Convey Title
(a) in the event that Sponsor is unable to deliver title to the Unit to Purchaser in accordence with the provisions of this Agreement, to remove or cure a non-Permitted Encumbrance and elects not to do so, then Sponsor will smend the Plan to disclose the title defect and offer Purchaser the right for lifteen (15) days only after Sponsor notifies Purchaser of Sponsor's refusal to remote the little defect and take tills evided thereto (without abatement in or credit against the Purchase Price or claim or right of action against Sponsor for damages or otherwise) or (fill resoluted and raccover the Down Payment with any earned Interest. If Purchaser fails to elect to reached within such lifteen (15) day period, then Purchaser will be presumed conclusively to have elected the first option to waive and close

(d) The real estate taxes as of the date of this Agreement are set forth on page 1 of this

Agreement.

(9) All refrigerations, fiverzers, ranges, distinvashers, washing machines, clothes dryers and air conditioning equipment included in this sale will be in working order at the time of the Closing, Sagonsor, shall forward all regaling equipment working order at the time of the closing, Sagonsor, and Toward all regaling end immediately following the closing; and

(1) Sponsor is not a Toreign person a defined in IRC § 1445, as amended, and the regulations lead thereunder, and Sponsor shall execute and deliver to Purchaser at Closing a Certification of Non-Foreign Status.

8. Closing Documents
(a) Al closing, Sponsor shall deliver to Purchaser:
(b) a Bargolis and Sale Deed with covenant against grantor's acts transferring to Purchaser (till ownership (fee simple tiled) to the Unit and its Common Interest, subject only to the Permitted Encumbrances (see Exhibit A below).
The grantor's covenant is for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogess (Including, without limitation, Purchaser's tille insurance company). Purchaser must first took to Purchaser's little insurance company beforessetting recourse against Sponsor for recovery on any claim based on an elieged breach of such covenant. This provision shall survive the closing.
The deed shall be substantially in the form reproduced as Document Number 3 in Part II of the Plan and shall be executed and acknowledged by grantor in form for recording. Such executed deed shall be promptly delivered to the representative of the title insurance company insuring Purchaser's title (or, if no such representative is present, then to Purchaser's attempt) for recording. After being recorded, the deed shall be returned to Purchaser's elitency for recording. After being recorded, the deed shall be returned to Purchaser's purchaser's attempt of the Condominium or its managing agant that the common changes and any assessments then due and payable the Condominium have been paid to the date of the Closing.

(ii) All keys to the doors of, and mallbox for, the Unit:

charges and uny sessessment of the control of the c

to New York Executive Lett 3 viol.

(v) New York State Equalization Return executed and suscious(vi) New York State Equalization Return executed and suscious(v) At Closing, Purchaser shall execute and deliver to Sponsor or as directed by Sponsor.

(v) New York City Real Property Transfer Tax return (\*RPT\*) and New York State
Real Estate Transfer Tax return (documentary starrps);

(vi) Affidevit that a single station smoke delecting atarm device is installed pursuant to New York Executive Law § 378(9);

(vii) Unit Owners Power of Aftornay, as described in paragraph 14 below;

(v) New York State Equalization Return executed and acknowledged, in proper form

prinsion;

(v) Personal Guaranty of Common Charges and other sums due to the orbiblium if Purchaser is not a natural person;

(vi) Window Guard Notice; and (vii) Belance of the Purchase Pice and any other amounts due pursuent to this ment, in a form and to payea(s) specified by Sponsor.

G

title subject to the (title defect. Purchaser's sole right and remedy in such cese shall be to either waive the ritle defect and closo or to rescind.

(b) if Purchaser (inflat) elects to rescind, Sponsor shall instruct the Depository, within ten (10) days after receipt of Purchaser all monies deposited hereunder with any interest thereon within thinty (30) days from receipt of said resolisation notice. Upon making such returnly his Agreement shall be nutll end void and neither party shall have any further righte, obligations or liabilities with respect to the other hereunder or under the Plan.

(c) If Sponsor notifies Purchaser that it will remove or cure a non-Permitted Encumbrance, then Purchaser cannot cancel this Purchase Agreement for so long as Sponsor is using reasonable efforts to diligently remove or cure such non-Permitted Encumbrance.

12. Closing Adjustments

12. Closing Adjustments (a) At the control of the day preceding the closing. Sponsor and Purchaser shall apportion, as of 11:69 p.m. of the day preceding the closing:
(I) Resis estate taxes, B.I.D. tax, and estessments, if any (as discussed below) (for purposes of this peragraph 12, his form real estate taxes shall be deemed to Include assessments, if any. Real estate taxes are B.I.D. tax will be apportioned at clasing between Sponsor and the Purchaser based on the period such taxes have been prepald by Sponsor); and

and

(ii) Common Charges for the month in which title closes (based on the number of days in
the month in which title closing occurs).

(b) The "Customs in Respect to Title Cosings" recommended by The Real Estate Board of
New York, Inc., as amended to date, shall opply to the adjustments and other matters therein
mentioned, except as otherwise provided herein.

(c) Any errors or ormissions in computing apportionments at dosing shall be corrected and
payment made to the proper party promptly after discovery. This provision shall survive the
closing.

payment made to the proper party promptly after discovery. This provision shall survive the closing.

(d) Installments for lax assessments due after the delivery of the deed, if any, shall be paid by the Putchaser and shall not be considered a defect in title.

(e) if, through no fault of Sponsor, Purchaser falls for any reason to close on the Closing Date, or is desented at fault for not finely sending a notice of a little defect as provided above, then all closing adjustments will be calculated as of 11:59 P.M. of the day immediately precading the originally scheduled Closing Date and Purchaser will, at closing:

(f) reinhourse Sponsor the adily sum equal to .0445 (which is equivalent to an annual rate of approximately 165) times the Unit's Purchase Price for each day's delay commencing with the date originally scheduled for dosing through the day prior to the actuel Closing Date; and

(ii) pay Rosen Livingston & Chotst LLP the sum of \$250 for each default letter sent to Purchaser for each rescribeduled closing date to reinforce such from the costs incurred in connection with sending such default letter or reschaduling the closing date.

All soms under closures (i) and (ii) above shall be peak by unendoved parmonal certified check of Purchaser or official cashler's or bank check. Sponsor shall be entitled to adjourn the closing to remove or correct any non-Permitted Encumbrance. However, if the non-Permitted Encumbrance askled at least len (10) days prior to closing and Purchaser or Purchaser's altomery failed to send to Sponsor's attorney, Rosen Livingston & Chotst LLP, notice of such non-Permitted Encumbrance and the adjournment of the closing to allow Sponsor to correct or remove the non-Permitted Encumbrance and the adjournment of the closing to allow Sponsor to correct or remove the non-Permitted Encumbrance and the adjournment of the closing to allow Sponsor to correct or remove the non-Permitted Encumbrance and the sequence of the chosen of the non-Permitted Encumbrance and the sequence of the chosen o not Sponsor. Delivery of a title report to Sponsor's attorney, stating such non-Permitted

# Encumbrance no less than ten (10) days prior to closing shall be deemed notice pursuant to this paragraph.

13. Purchaser's Closing Costs
Al closing, Purchaser will pay certain costs in connection with the purchase of the Unit in addition to the legal fees of Purchaser's counsel (if any) and the amount of any net credit in feaver of Sponsor that may result from the closing apportionment described in the preceding paragraph. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date of the Pien and are subject to change without prior notice:

(a) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company and the amount of insurance requested. A lower combined rate may be available if fee and mortigage insurance are ordered simultaneously.

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Attonoy.

(b) Purchaser will pay a fee for recording the mortgage;
(c) If Purchaser obtains a mortgage loan, Purchaser will pay;
(d) If Purchaser obtains a mortgage loan, Purchaser will pay;
(ii) a fee and service charge for recording the mortgage;
(iii) a mortgage recording tax in the following amount: (a) for Residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgager receives a \$25 deduction, or 2.175% for a mortgage less than \$500,000 for which mortgager receives a \$25 and (b) for non-residential Units, 2.05% of the face amount of a mortgage less than \$500,000 or 2.80% for a mortgage covering a non-residential Unit equal to \$500,000 or more;
(iii) If mortgage tille insurance is required by Purchaser's Indeer, an additional premium for learning the mortgages's interest in an amount equal to the principal amount under the mortgage loan.

(iii) in notigities the titretait in a mount equal to the principal amount under the mortgages inhereat in an amount equal to the principal amount under the mortgages (interest in an amount equal to the principal amount under the mortgages (interest in an initial amount and in such monthly sums after closing as required by the lender). The amount to be initially deposited at closing and the amount of the monthly sums that notification is mostly deposited at closing and the amount of the monthly sums thereafter payable cannot now be defermined and will depend upon the policies of the kinder, the number of months remaining between the closing of title and the date upon which the taxes and other charges or impositions next due are to be paid and the lander's estimate of the amount of the laxes and other charges or impositions then payable; and (v) all other closing costs and expenses required to be paid in, or on behalf of, such lender (which costs and expenses may include the fees of such lender's counsel), in amounts to be determined by the lender. Sonosor makes no representation or warranty as to the nature or amounts of the closing costs and/or the expenses to be paid in connection with such linearching, and it is recommended that Purchaser consult with a representative of his lender with respect hereic;

(vi) (ii) or connection with this purchase, Purchaser has dealt with any bother except (A) the Selling Agent and Co-Broker listed on Page 1 of this Agreement or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser with or provided to pay a commission to such broker unless Sponsor agrees otherwise the writing and attending the closing;

(vii) if Purchaser obtains (manching and his produced to pay a commission to such broker unless Sponsor agrees otherwise) and for coordinating and attending the closing;

(viii) if Purchaser obtains (manching and his fender refuses to close at the office of Rosen Livingston & Choist LLP, Sponsor's counsel, a fee of Scoologo for services madered in con

Purchaser pays Rosen Livingston & Cholst LLP, in addition to said closing fee set forth above, a travel fee of \$500.00 if the closing is held in Menhotten or \$700.00 if the closing is held in another borough. If the closing eltended by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP an additional travel and altendance fee in the same amount as stated above for each

attendance;
(viii) If Purchaser is other than a natural person, a principal of the Purchaser will be required to provide a personal gueranty of Common Charges and other charges due to the Condominium and Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for

Condominum and Purchaser will pay fixes in Livingsion & Cholst LIP a fee of \$500.00 for preparation of such Gustanty.

(x) if Sponsor arranges a partial assignment of mortgage from its construction lander so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Cholst LIP a fee of \$1,000.00 for the preparation of the spillier, substitute mortgage and assignment of mortgage documents; and (d) Purchaser will pay the New York State Real Estate Transfer Tax (documentary stamps) to be affixed to the dead, the New York City Real Property Transfer Tax and (if spillicable) the one (1%) percent "mansion tax";

(e) Purchaser will pay to 135 Vest 52<sup>th</sup> Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personel certified check or official cashler's or bank check as a contribution to the Working Capital Fund.

All of the aforementioned cools, fees and charges are cumulative.

The payments described above shall be payable at or pitor to the Closing by Purchaser's unendozed, personal certified check or official cashler's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wife transfer.

14. Power of Altorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners
At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's fille to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Altomey in favor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owner relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

# 15. Events of Default

15. Events of Default
(a) The Glowing shall constitute "Events of Default" hereunder:
(i) Purchaser's failure to pay the Baiance on the Closing Date designated by Sponsor pursuant to paragraph 8 herein or to timely pay the expilicable Rosen Livingston & Cholat LLP closing fee or any applicable travel and attendance fee or any other clossing costs, adjustment or expenses payable to Sponsor or Rosen Livingston & Cholat LLP pursuant to paragraphs 12 and 13 above; or
(iii) Ithe dishonor or failure of collection of Purchaser's Down Payment check; or
(iii) Purchaser's failure to pay, perform, or observe any of his other obligations herounder.
(b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cancell this Purchaser Agreement by giving Purchaser written notice of cancellation. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE

SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cured within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall have the right to relief, as and for figuidated damages, the Downpayment. Any sums in excess thereof, logather with any finares it hereon shall be returned to Purchaser effect cancellation. Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is dishonered or falls of collection, Sponsor, at its copion, may elect, by written notice to Purchaser, to cancel this Purchaser Agreement and to (i) not allow Purchaser any grace period which to provide good tunds for Purchaser and to (i) not allow Purchaser any grace period in which to provide good tunds for Purchaser and to (ii) allow Purchaser thirty (30) days in which to make good Purchaser's Down Payment and if Purchaser falls to so do within such thirty (30) day period, to sue Purchaser on the dishonored or uncollected check. In this latter case, Purchaser will also be in embranes Sponsor for all tilipation costs and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to analyte as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

# 16. Rick of Loss; Casualty

18. Riek of Loss; Casually

(a) Purchaser shell not be entitled to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the deed to delivered to Purchaser at closing.

(b) All other risk of loss prior to closing has been sessumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor to the Unit or the Unit or risk or loss, prior to closing has been sessumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor to the Unit or risk or the Unit or to repair the loss or damage, this Agnement shall confline in full force and effect, Purchaser shall not have the right to reject title to the Unit or to neceive a credit against, or abstement in, the Purchaser Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be nequired to pay the Batance unless and until (i) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the casuality; (ii) is essential services (such as gas, electricity, and heat) and a reasonable means of logress and agrees to the street have been restored; and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed of record), other than those that are the obligations of Purchaser, and the unit of the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed of record), other than those that are the obligations of Purchaser. Any proceeds received from insurance, or in satisfaction of any cleim or action in connection workers. (Sponsor will endeavor in good faith, and with reasonable diligence, to remove or results to be removed subsequent to closing all violations of more of its to obligate to correct. Any pr

17. Inspection of Unit
At least Ian (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall prompilly arrange an appointment with the Sponsor or the Selling Agent to Inspect the Unit before the Inspection Buyor the Unit before the Inspection Buyor the Unit set Sponsor or Selling Agent at the Cort used Schollar Schollar Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of sald notice or to so sign and deliver the completed inspection Report shall not excuse Purchaser from paying the Belence when due (without provision for escrow) and shall consitute Purchaser's full acceptance of the Unit, Howavar, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise sal forth in the Declaration and By-Lawa, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Residential Unit may be used for any lawful purpose and joil the Condentialum Stard, and the Residential Unit Owners do not have any right to approve the used or any changes in the use of the Unsold Residential Units, the Commercial Units and the Relatification of this paragraph shall survive (to choice of this).

closing of title.

18. No Representations
Purphaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, furnishings and flatures contained in model units, setting brochures, advertisements, representations, turnishings and flatures contained in model units, setting brochures, advertisements, representations, warranties, statements or estimates of any nature whatscover, whether written or oral, made by Sponeor. Setting Agent or others, including, but not limited to, any reliable to the description or physical condition of the Property, the Building or the Unit, or the size or the timenations of the Unit or the rooms or cleasts therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, for high to any income tax deduction for any real estate laxes or mortgage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented herein or in the Plan (Purchaser having relied on Purchaser's own examination and investigation thereof). No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any datum against, or stability of, Sponsor, whether or ord any deposit or dimension of the Unit or any per thereof, or of the Common Elements, as shown on the floor plans, is accurate or correct, provided the layouts and dimensions conform substentially to such floor plans and (b) that Purchaser shall not be releved of any of purchaser's but not be releved of any of this perspects as the contract of the provisions of this perspects as the contract of the provisions of t

# 19. Negotiebie Terms

19. Negoniaou i emas
Sponkor reserves the right, in its sole end absolute discretion, to negotiete on an individual
basis with each purchaser substantially more beneficial purchases terms than, those offered or given to other purchasers. As a result, Purchaser may not benefit from a more lavorable purchase term given to shother purchaser and will not have the right to rescind this Purchase. Agreement or recover his Down Payment or any other amount for not being given such brush. The following is a list of only some of the purchase terms which may be negotiated; purchase

price; the emount of the Down Payment; the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment for failure to obtain financing or to close by a specific date; the closing date and minimum notice required to schedule the closing; upgraded appliances, fourers or equipment or other effections, improvements or additions to be performed by and at the expense of Sponsor; excusing a purchaser from closing costs and/or pensities for closing late; longer time periods to pay or perform obligations under the Purchase Agreement; elimination of Time of the assence provisions; price or common charge rebete; assumption of payment of, or guerantees of, common charges for a given period; Sponsor financing (provided an amendment to the Plan containing the tarms thereof is duly filled); allowances or credite against the purchase price for decorations; to install appliances or fixtures and granting to Purchaser; the benefit of any one or more favorable terms offered or given to another purchaser.

# 20. Notices

20. Notices 
All notices, elections, consents, demands and communications (collectively called 'notices' 
All notices, elections, consents, demands and communications (collectively called 'notice') shall be delivered personally or given in writing by registered or 
certified mail, letur receipt requested, postage prepaid, and, if sent in Pruchaser, addressed to 
Pruchaser all Pruchaser's addressed white a copy to Pruchaser's stroney, and, if sent 
to lie Sponsor, addressed to the Sponsor at cio Rosen Livingston & Choist LLP, 275 Medison 
Avenue, New York, New York (1006, Attention: Andrew B. Freedland, Est., Either party may, 
by notice to the other, change the address to which notices are to be sent. Unless otherwise 
provided herein, all notices shall be deemed gliven when personal delivery is effected or when 
deposited in any branch, station or depository maintained by the U.S. Postal Sarvice in the City 
and State of New York, except that a notice of a new address shall be deemed given when 
octually received.

Sponsor has authorized the Selling Agent and Rosen Livingston & Cholst LLP, its partners, associates and logal assistants to sign and deliver on behelf of Sponsor any and all notices (including, without limitation, notices fixing and adjourning the closing date, notice of default, stc.) required or permitted to be given hereunder. All notices sent by Sponsor or its attorney to Purchaser shall be simultaneously sent to Purchasor's attorney.

21. Broker Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction apart from the Selling Agent and the Co-Broker whose rame appears on page 1. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt (other than the Selling Agent and the Co-Broker) and Purchaser grees that should any claim be made against Sponsor for commissions by any other broker on account of any action dealings of Purchasers or Of Purchaser's prepresentatives. Purchaser will intelnify sind hold Sponsor free and harmless from any and all tiabilities and expenses in connection therewith, including (without limitation), reasonable logal fees and disburrements. The provisions of this paragraph shall survive the closing.

22. No Lien; Agreement SubordInate to Mortgage
(a) No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monites deposited hereunder. This Agreement shall not be recorded and any purported recordellon hereof by Purchaser shall be vaid and constitute an Event of Default.
(b) In Juriharance, and not in limitation, of the provisions of the preceding subparagraph (a), Purchaser agrees that the provisions of this Agreement are, and shall continue to be, subcalled and subordinate to the lien of any mortgages herelofore or hereafter made and any payments

Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

# 2B. Severability

28. Severability if any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or incitromstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullost extent permitted by law.

29. Strict Compliance
Any failure by Sponsor to Insist upon strict performance by Purchaser of any of the
provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof,
irrespective of the number of violations or breaches that may occur, and Sponsor,
notwithstanding any such failure, shall have the right thereafter to insist upon strict performance
by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

30. Governing Law The provisions of hits Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

31. Walver of Jury Trial

Except as prohibited by law, the parties shall, and they hereby do, expressly walve trial by jury in any fitigation arising out of, connected with, or relating to this Agraement or the relationship created hereby or in the Plan. With respect to any matter for which a jury that cannot be walved, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is walved.

A reference in this Agreement to any one gender, masculine, feminino, or nauter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise

33. Certain References
The term "herein", "hereo" or "hereunder" or similar terms used in this Agreement refer to
this entire Agreement and to the particular provision in which the term is used. Unless
otherwise stated, all inferences herein to paragraphs, subparagraphs or other provisions are
references to paragraphs, subparagraphs or other provisions of this Agreement.

34. Captions
The deptions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Successors and Assigna
The provisions of this Agreement shall bind end inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its euccessors and assigns.

# 35. No Oral Changes

or expenses already made or incurred or which hemafter may be made or incurred pursuant to the terms thereof, or incidental therete, or to protect the security thereof, to the full extent, without the execution of any further legal documents by Purchaser. In the event of the existence of such mortgage(s), Sponsor shall, at its aplica, either satisfy such mortgage(s), Sponsor shall, at its aplica, either satisfy such mortgages or obtain a release of the Unit and its undivided interest to the Common Elements from the lien of such mortgages on ar prior to the Cosing Date. The existence of any mortgage snownbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser's other colligations from completing payment of the Purchaser Price or performing all of Purchaser's other obligations hereunder or be the beats of any claim spaints, or liability of, Sponsor, provided that the Unit is released from the fiele of such mortgage at closing.

23. Entire Agreement
This Purchase Agreement, together with the Plan, as the Plan and Purchase Agreement
way be amended from time to time, constitutes the online agreement between the perties as to
the subject matter hereof and supersedes all prior understandings and agreements.

24. Agreement May Not Be Assigned Without Consent
Purchaser does not have the right to sasign this Agreement without the express prior written
consent of Sponsor to such assignment. Sponsor is not obtgated to give such consent and if
Sponsor reliases to consent Purchaser will not be excused from Purchaser's obtgations under
tilis Agreement.

his Agreement, in its sole discretion, elects to permit Purchaser to assign this Agreement, if Sponsor, in its sole discretion, elects to permit Purchaser to assign this Agreement, Purchaser shall pay to Ricsen Livingston & Chotsl LLP, simultaneously with Purchaser's execution and delivery of such assignment, a fee of \$350 for preparing such assignment. Notwithstanding the foreaging, consequent of the Sponsor shall not be unreasonably withhold, conditioned or deleved to an assignment of this Agreement to a limited liability company of which the Purchaser owns not less than a fifty (50%) percent membership integrets and is the managing member. Purchaser shall be required to pay all fees ageoclated with such assignment.

25. John Purchasers
The term "Purchaser' shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

28. Acts of God Sporter shall be excused from performing any obligations or undertaking provided for in Ish Agreement for so long as such performance is prevented, delayed, or hindered by an act of God, fire, flood, explosion, war, not, sabotage, inability to procure or, general shortage of, energy, labor, equipment, facilities, materials, or supplies in the open market, beliure of transportation, strike, lock-out, action of labor unlons or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor, Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

# 27. Further Assurances

Either party shall swecule, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions epecifically provided for herein, as such other party may reasonably request in order to effeculate the provisions of this

This Agmement cannot be changed or any provision welved orally. ANY CHANGES OR ADVISIONAL PROVISIONS OR WAVERS MUST BE SET FORTH IN A RICHER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

36. Acceptance of Purchase Agreement
(a) This Agreement shall not be binding upon Sponsor until a duplicate hereof, executed by Sponsor or its duly authorized agent, is delivered to Purchaser. The submission of a Plan or Purchase Agreement to a prospective purchase shall not be construed as Sponsor's approval of such sats. If such executed duplicate of this Agreement is not sent or delivered to Purchaser within thirty (30) days after same is received by the Selling Agent along with a check for the Down Payment, if shall be deemed rejected and canceled and all monies paid by Purchaser shall be promptly refunded without interest. Upon such refund being made, neither party shall have any further rights or obligations hereunder with respect to the other. Sponsor shall have the right to relicat the Agreement without cause or explanation to Purchaser, provided such rejection is not due to Purchaser's sex, rece, creed, color, national origin, ancestry, disability, maritel status or other ground proscribed by law.

- 37. Escrow Provisions
  A. The law firm of Rosan Livingston & Chois: LLP, with an address at 275 Madison Avenue, Sulle 509, New York, NY 10016, telephone number 212 587-7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the collowing allowneys to serve as signationers. Worton H. Rosen, Peter L. Wringston. Bruce A. Cholet, Andrew B. Freedland. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any outbortzed signatories on the account are the Sponson, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.
- Bit. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and the Courts for any cause of action straing out of the Purchase Agreement or utherwise concerning the maintenance or release of the Deposit from secrow.
- C. The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank sulhorized to do business in line State of New York. The escrow account is smittled "Purchaser's Name) Rosen Livinghois & Cholet LLP as Escrow Agent" ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 owll not be insured.
- D. All Deposits received from Purchaser shall be in the form of checks, money anders, while transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP, sa Eacrow Agent.
- E. The intensit rate for all Deposits made into the Escrew Account shall be the preveiling rate for such accounts, interest shall begin to accrue upon placing the Deposit into the Escrew Account. All interest earned intereor shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrew Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrew Account.
- F. Within five (5) business days after the Purchase Agreement has been tende to Escrow Agent along with the Daposit, the Escrow Agent shall sign the Escrow Agreem

and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.

- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Acount. If the Purchaser does not receive notice of such deposit within filteen (15) business days after render of the Deposit, he or she may cancel the Purchase Agreement within Indey (90) days after tender of the Purchase Agreement and Deposit of Escrow Agent. Completing concerning the faiture to honor such cancellation requests may be referred to the New York State Department of Law, Reel Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Reachsion shall not be afforded where proof salisfactory to the Alterney General its submitted establishing that the Deposit was timely placed in the Escrow Acount in accordance with the New York State Department of Law's regulations concerning Deposits and requisitle notice was filmely mailed to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be confingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- Under no circumstances shall Sponsor saek or accept release of the Deposit of a defaulting force and the consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law, Consummation of the Plan does not relieve the Sponsor of its obligations pursuent to GBL §§ 352-e(2-b) and 352-b.
  - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions sel forth in the Purchase Agroement in Peregraph 5 upon closing of litie to the Unit; or
  - (b) in a subsequent writing signed by both Sponsor and Purchaser, or
  - (c) by a final, non-appealable order or judgment of a court

If the Eacrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (e) above, and the Eacrow Agent receives a request by either party to release the Deposit, then the Eacrow Agent must give both the Purchaser and Sponsor prior written notice of not lewer than thirty (30) days before releasing the Deposit. If the Eacrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit abail be released and the Eacrow Agent and provide further written notice to both parties informing them of sald release. If the Eacrow Agent neceives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Eacrow Agent shall continue to hold the Deposit on the deposit of the release of the Deposit within said thirty (30) day period, the Eacrow Agent shall continue to hold the Deposit on the second provided pursuant to paragraphs (a) through (b) above. Notwithstanding the foregoing, the Eacrow Agent shall have the right at any time to deposit the Deposit contained in the Eacrow Account with the cierk of the county where the Unit is located and shall give written notice to both parties of such deposit,

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by faceline or poff and such shall be deemed originals.

[Signature page follows]

The Sponsor shall not object to the release of the Daposit to

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrew Account to determine compliance with all applicable statutes and regulations.

- K. Any provision of the Purchase Agreement/Escrow Agreement or separate agreement, whether orel or in writing, by which a Purchaser purports to waive or indemnity any obligation of the Escrow Agent holding any Obposel in trust is absolutely vold. The provisions of the Allomay General's regulations and GBL §§ 352-e(2-b) and 352-h conteming secrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.
- Escrow Agent shall maintain the Escrow Account under its direct supervision and
- M. A flucciary relationship shall exist between Escrow Agent and Furchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-black 350). b) and 352(h).

- is not severe when a consequence is a naccasify end seatingly obligations pursuant to call. §§ 352-4(2-b) and 352(b) and 352(b) and 352(b) and 352(b).

  N. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its dulies under this Purchase Agreement and which is believed by Escrow Agent to be genutine and to have been signed or presented by the proper party or parties and Asiah have no liability or responsibility with respect to the form, execution, or validity thereof.

  O. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fluidicity duties and statutory obligations as set (orth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

  P. Sponsor shall obtain or cause the settling signet under the Plan to obtain a completed and signed Form W-9 or W-6, as applicable, from Purchaser and doliver such form to Escrow Agent's pas applicable, from Purchaser and doliver such form to Escrow Agent's bees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial itsilication under any discussments.
- Sponsor from the Deposit nor deducted from the Deposit by any trianacial institution under any circumstance.

  R. Sponsor agrees to defend, indembify, and hold Excrew Agent harmless from and agents all costs, claims, expenses and damages incurred in connection with or arising out of Escrew Agent's responsibilities arising to connection with his Purchase Agreement or the performance or non-performance or Escrew Agent's duties under this Purchase Agreement, except with respect to ections or emissions taken or suffered by Escrew Agent had fall with or in willful disregard of the obligations set forth in his Purchase Agreement or involving gross negligence of Escrew Agent. This indemnity includes, without limitation, disbursements and attorneys' less either paid to retain attorneys or representing the hourly billing rates with respect to legal sorvices rendered by Escrew Agent to Itself.

38. Counterpart Signature Pages

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

135 WEST 52<sup>ND</sup> STREET OWNER

Meyer Chetrit, Principal

David Bistricer, Principal

(Purcheser)
Date Accepted:

(\*Please initial on line and print or lype name under line.)

Purchaser acknowledge Receipt of Offering Plan and Amendments as Plan and Amendments as Plan and 
Delivery of Purchase Agreement and Chept Down Payment of 11 Agreement and Check for Down Payment at 1 (9.M)(P.M.) on 1 22 2 2018 PURCHASER

Co-Purchase

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SPONSOR: 135 WEST 52NO STREET OWNER LLC

4|27|30|<u>6</u> ("Pleaso initial on line and print or type name under line.)

chaser acknowledges: selpt of Offering Plen and endments of 1101 (A.M.

Delivery of Purchase Agreement and Check for Wn Payment at 1 (A.M.)(P.M.)

## EXHIBIT A TO PURCHASE AGREEMENT Permitted Encumbrances

- Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasigovernmental authority having jurisdiction, provided they do not prevent the use of the subject Unit for dwalling purposes.
- State of facts shown on a survey made by Earl B. Lovell-S.P. Belcher, Inc. dated March 12, 2013 and any state of facts which a more recent survey or personal inspection of the land and building would show, provided such additional state of facts would not prevent the uso of the subject Residential Unit for dwelling purposes or, if applicable, the subject Commercial or Retail Unit for the purposes permitted by Law and further provided that such state of facts do not render tille unmarkstable.
- The terms, burdens, covenants, restrictions, conditions, essements and rules and regulations set forth in the Declaration, the By-Lawa (and the Rules and Regulations thereto), the Power of Alterney from Purchaser to the Condominium Board, Sponsor, the Commercial Unit Owners and the Retail Unit Owner and the Floor Plans, all as same may be amended from
- Consents by Sponsor, or any former owner of the Land for the erection of any structure or structures on, under or above any land, street or streets on which the Land may abut.
- Any easement or right of use in favor of any utility company for construction, use, maintenance, repair and replacement of all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building
- Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax (which is to be paid by the Condominium Board, the Retail Unit Owner or the Commercial Unit Owners (as the case may be)).
- Encroachments of stoops, areas, cellar stops or doors, Irim, copings, retaining walls, bay windows, terraces, batchnies, sidewalk elevators, fences, fire escapes, comices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, and similar projections, if any, on, over, or under the Property or the streets or sidewalks abulting the property and the rights of governmental authorities to require the removal of any such projections, and venetions between record lines of the Property and relaining wells, and the like, if any.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

135 WEST 52<sup>ND</sup> STREET OWNER LLC

dd Bistricar, Princi

ai/16 43,700,000 178 123 3016

('Please initel on line end print or type name under line.)

Down Payment et 11 (A on 1131 SCI(6, 2016)

- Leases and service, maintanance, employment, management, concessionaire and e agreements, if any, of other Units or portions of the Common Elaments, provided same are disclosed in the Plan or in an amendment thereto.
- The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.
- The iten of any unpaid assessment payable in installments (whether imposed by a taxing authority or the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all essessments due from and after such date (however, the then current installment shall be adjusted at closing).
- 11. Any encumbrance as to which either the Title Insurance Company or the title Insurance company which insures Purchaser's title to the Unit would be willing to insure at its regular rates, without additional premium, in a fee policy issued by it to Purchaser to insure that such encumbrance, (a) will not be collected out of or enforced against the Unit if it is a lien and (b) will not prevent the use of the subject Rosidential Unit for dwelling purposes. (Any exception which the Title Insurance Company has omitted or insured at its regular rates and without additional premium, which will not be collected out of or enforced against a Unit, in a fee title insurance policy for other Units, is not an objection to litle.)
- The Certificate of Occupancy to be issued covering the Building, provided it authorizes occupancy of the subject Residential Unit for residential purposes.
- Any violations against the Property (other than the subject Unit) which are the obligation of the Condominium Board or another Unit Owner to correct,
- 14. Standard printed exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring Purchaser's title to the subject Unit.
- Any easement or right of use required for Sponsor to obtain a temporary, final or amended Certificate of Occupancy for the Building, provided such easement or right of use will not prevent the use of the subject Residential Unit for dwelling purposes.
- Distinctive Street Improvement Maintenance Agreement in Reel 1109 Page 882.
- Zoning Lot Certification in Real 789 Page 115.

EXHIBIT B
HIGHEOTICAL DESCRIPT

Date: 135 West 52<sup>rd</sup> Street Owner LLC 512 Seventh Avanue New York, New York 1001B

Re: Unil\_ 135 West 52<sup>rd</sup> Street Condominium 135 West 52nd Street New York, New York 10019

1,

Genilemen:
This is to confirm that based on the undersigned's parsonal inspection of the above referenced
Unit, I (we) have found the Unit, its floors, walts, doors, includes, appliances, equipment,
hardware and all other items listed below, to be in good and satisfactory condition, free of other
more, scretches, breaks or other defects, except for those millers (if any) expressly noted
below under "exceptions" requiring repair, adjustment or correction:

ltem	Exceptions (If any)	Purchaser's Initials
	Interior: Walls:	
(b)	Floors:	
(c)	Ceilings:	
(d)	Windows: (glass, sash, pane, sill, etc.)	
(e)	Doors:	
(1)	Electrical fixtures:	
(9)	Painted surfaces:	
(h)	Kitchen cabinets:	
(i)	Appliances:	
(I)	Kitchen sink:	
(k)	Medicine cabinets:	
(1)	(deors & mirror) Vanilles:	

	Item	Exceptions (il any)	Purchaser's Initials	
	(m)	Bathroom sinks:		
	(n)	Water closet:		
	(o)	Bathiubs;		
	(p)	Bathroom Ille:	·	
	(q)	Hardware:		
		(deorbell, deorknob, faucets, locks, etc.)		
	(r)	intarcom:		
2.	Gen	eral Operating Condition:		
-		All Goors:		
	(b)	All Windows:		
	(0)	All Plumbing:	<del></del>	
	(4)	All Hardware:		
	(e)	Other:	- <del></del>	
The c	ındersi	gned will sign and deliver to you	a separate statement signifying	my (or
unliefs	chon 1	with each item excepted above (if a	w) immediately upon the compl	elion of th
renair	adlire	lment or correction of same. The ur	dersloved understands and eare	as that vo
chall e	nt bo	obligated to make any repairs, adjustr	ents or corrections to the Linit of	any portio
opian i	Corde	fixtures, appliances, equipment, etc.	cooleined therein from at Aller	the date
a olbra	// UI IG	possession of the Unit to the unde	releved except as in those ite	ms (if an
gelive	ן ום עו	cepted above and your obligation reg	esting one push suggested flows	nhalloen
expre	saly ex	cepted above and your doligation req opietion of the repair, adjustment or o	employ any such excepted herrs	inad hare
upon	the cor	npreuon of the repair, adjustment or o	ornection of same. Nothing conta	anjeu 11070
ahall I	DC COU	strued to excuse Sponsor from its ob	iderious to cottect pateces in co.	BUDGUON
desig	1 10 II	e extent required in the section e	intled 'Rights and Obligations (	or Sponso
contal	ined in	the Offering Plan for Condominius	n Ownership of the 135 West	52" Sire
Conde	ominiur	n. The undereigned shall be require	d to complete the payment of th	e Purche
Price	(withou	ut the provision for an escrew) and	accept title to the Unit on the o	de gnisok
notwil	hstand	ing the presence of any exceptions.		
	ruly yo			
			Agreed To:	
Durant	_			
FUICH		Clonature	135 West 52 <sup>rd</sup> Street Owner	
	eser's	Signature	135 Wast 52 <sup>rd</sup> Street Owner	
	eser's	Signature	135 Wast 52 <sup>nd</sup> Street Owner LLC	
		Signature	135 Wast 52 <sup>rd</sup> Street Owner	

# PURCHASE AGREEMENT

AGREEMENT made as of April 1.2 2015 between 135 WEST 52\*\*\* STREET OWNER LLC, maintaining an office at 612 Seventh Avenue, New York, New York 10018 ("Sponson", and 135 West 52nd Street 17C LLC with its principal place of business at 526 West Monroe Street, Suite 2350. Chicago, IL 80661 ("Purchaser").

Purchaser's Attorney: Bruce Katz, Esq.

Address: Katz and Metz

1350 Avenue of the Americas, 3rd Floo

New York, NY 10019

Telephone: (212) 244 4630 Fax: (648) 219 5717 Email: bruce@kaizmatz.net

Percentage of Common Interest: 0.8200% Common Charges: \$1,770.13 per month

Residential Percentage of Common Interest: 1,0610%

Selfing Agent: Douglas Elilman (TD Team)

Co-Broker: Sotheby's International Realty (Ruben Perez)

Real Estate Taxes: \$2,477.86 per month; B.i.D. Tax: \$22.68 per month;

Keal Estato Taxes' 32,47/36 per monn; B.J.D. Tax: \$2.286 per monn; Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 17C ("Unit") in the building "Building" known as 135 WEST 52<sup>10</sup> STREET Cendominium ("Condominium") and located at 135 WEST 52<sup>10</sup> STREET, New York, New York 10019, a upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominium Ownership (as the same may be amented from time to time, the "Declaration of Condominium, recorded in New York County, New York or the By-Laws (as the same may be smended from time to time, the "Dey-Laws") of the Condominium.

## Purchase Price

1. Purchase Price

(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$4,100,000,000, payable as follows:

(i) \$615,000,000 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 5, and

(ii) \$3,485,000,00, constituting in he balance of the Purchase Price ("Balance"), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinalizer provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or trust company authorized to accept deposits in New York State. All checks in payment of the Dumpayment shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of Sponsor offerwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion thereof in "immediately evaluation finds" (i.e.) by wire transfer to a bank account designated by Sponsor).

(c) All checks shall be unandorsed, made payable to the direct order of "Rosen Ltidigston & Cholst LLP, as Escrow Agent" or (as to the Balance) to "135 West 52.\*\* Street Owner LLC" or

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate taxes to be paid by Purchaser, or Schedule 6 "Budget for the First Year of Condominium Operation"). Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendments shall nother excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser for any offset or credit against the Purchaser Price or calam or right of action against Sponsor, and any such amendment may be filed by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unflaterally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents Increto in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of the Fian shall govern and be binding. Purchaser acknowledges having had full apportunity to examine all documents and investigate all statements made herein and in the Plan.

4. Personal Property (a) At closing, the Unit will contain unly those appliances, countertops, cabinets, flooring, shiks, vanilles (if any), air conditioning units (if any), hardware and other fixtures and equipment installed therein as set forth in the Plan.

installed therein as ast forth in the Plan.

Installed therein as ast forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, Socing and fixtures in place of those referred to in the Plan provided only that the substitutions are of equal or better quelity and design.

(b) The Unit is being sold unfurnished, without whidow blinds or shades. Furniture, floor coverings, wall coverings, furnishings, decorations and the like in or about any model Unit are for delphy purposes only and are not included in this sale except to the extent sol forth in the Plan. Any floor plans or sketches shown to Purchaser (including those contained in the Plan, see only approximations of the Unit's dimensions and arrangement and Purchaser adknowledges and agrees that he is not relying thereon. Sponsor shall not be tiable for milnor variations from any floor plans or siluctures.

(c) Sales model apartments may, at Sponsor's option, be sold (urnished at a later date but will initially be withheld from sale.

(d) There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be sail forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

# Purchase Monies to be Held in Trust

5. Purchase Moniles to be Held in Trust (a) The William Rev Iring of Rosen Livingston & Choist LLP, with an address at 276 Madison Avenue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Morton H Rosen, Peter I. Livingston, Mary L. Kosmark, Bruce A. Choist. All designated signatories are demitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account sie the Sponsor.

such payees as Sponeor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required

Clearing House Association. All checks must be payable directly to the order of the required payes; they may not be endorreed.

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has salisfactority performed those obligations stated in the Plan and the Agreement to be performed by Sponeor prior to closing and, unless otherwise set forth herein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and onlining herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations lessed by the Department of

Law.

(e) Purchaser is not required to pay the Balance or accept little to the Unit unless all of the prerequisities set forth under "Terms of Sale - Prerequisities to Closing of Title" in Part I of the Plan are met concurrently with, or prior to, closing.

## 2. Definitions The following terms shall have the meanings ascribed to them

(a) "Building" shall mean the building located at 135 West 52<sup>HO</sup> Street, New York, New York 10018

1001is.

(b) "Closing Dale", "closing", "closing", "closing of title" and words of similar import are used synchymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchaser Price and the delivery to Purchaser of the deed transfering full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

(c) "Condominium" shall mean The 135 West 52<sup>90</sup> Strest Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52<sup>90</sup> Sirest Condominium establishing condominium ownership of the Property, as same may be amended from time to time.

time.

(e) 'Depository' shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) 'Plan' shall meen the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) 'Property' shall mean the Bullding, the land upon which it is erected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable title insurance company licensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in

Plan

 (a) Purchaser represents that Purchaser has possessed the Plan and any filed imendments thereto at least three (3) business days prior to submitting this Purchase

Agreement, or 
(b) in the event Purchaser does not wish to wait three (3) business days) Purchaser has like 
right to reschild this Purchase Agreement by sending written notice of his readistion to the 
Selling Agent by certified or registered mail, return receipt requested (and post-marked), or by 
personal delivery to the Selling Agent, within seven (7) days of submission of this Agreement 
(time beling of the essence to exercise such right of resolution within such seven (7) day 
period).

Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of

(b) The Excrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Benk"), a bank authorized to do business in the State of New York. The escrow account is entitled "Purchaser's Name) Rosen Livingston & Cholst LIVE Excrow Account". The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingsion & Chels LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Eacrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The Interest rate for all Daposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to scorue upon placing the Depast into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Agroomeni appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be fieldle to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as 'Interest'.

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of tills to the Umil. Sponsor will instruct the Depository to pay to Purchaser any and all interest on monites deposited hereunder. It is possible that Purchaser may not receive interest on the Down Payment for the entire month in which the closing is scheduled to occur. The Sponsor and Selling Agent will not be fished to Purchaser the amount of such interest or the payment theoret, except for any amount received from the Depository. All funds due to Spansor and received under this Purchase Agreement will be handled in accordance with Sections 352-e(2)(t) and 352-h of the New York General Business Lew and with Section 71-a(3) of the New York Lien Law.

6. Closing of Title (a) The closing of itile shall occur on the date end at the lime and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless waived by Purchaser). Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than len (10) days' prior written notice of the new scheduled date and time for the closing.

Purchaser shall be entitled to one (1) adjournment of the closing not to exceed five (5) days (the "Adjourned Closing Dafe"). The closing adjustments ested in eaction 12(e) shall not accrue unless Purchaser (falls to close on such Adjourned Closing Date. Such adjournement must be exercised no less than two (2) days prior to the scheduled closing

date.

(b) The closing of tible shall occur only after or concurrently with compliance with the prerequisities set forth under "Terms of Sale Prerequisities to Closing of Title" in Part I of the

prerequisites set forth under Terms of Sale Prerequisites to Closing of Title" in Part I of the Plan.

(c) Sponsor has targeted the First Closing for June 1, 2015 based on the current construction schadule. The actual date for the First Closing is not assured or warranted and may be earlier or substantially later depending on the progress of sales and construction and compliance with the other prerequisites recited in the section of the Plan entitled "Terms of Sale". However, if through no fault of purchaser the First Closing does not take place by June 1, 2016, Purchaser shall have the right to rescind this Purchase Agreement and recover his Lown Payman with all interest thereon by glining written notice of his or her election to do so to the Sponsor no later than lifteen days after the date that such right arises.

Purchaser acknowledges that further may be completed at varying times over a prolonged period that will extend beyond the First Closing. In such event, the order is which Units will be completed is within the sole discretion of Sponsor and may not coincide with the other horsely in the sole discretion of Sponsor and may not coincide with the chronology in which Units are contracted for sale more the numeric order of the floors. Many unforaseeable ractions can affect the completion of Units. Accordingly, the sequence in which Units (including the subject Unit) will actually be finished cannot reasonably be predicted. No representation is made nor any assurance given that the closing of the subject Unit will occur contemporaneously with the First Closing.

Purchaser further acknowledges that construction (and, Inerefore, the closing) may be delayed by late delivery of material and equipment, labor difficulties, unavailability of building trades, assually, inclement weather and other events beyond Sponsor's control.

Purchaser grees that Sponsor for denages or losses in the event the First Closing cours substantially lated than the targeted date or the lime to complete and close title to Purchaser's U

# Representations, Warranties and Covenants

7. Representations, Warranties and Covenants
Sponsor represents, warrants and covenants that:
(a) Sponsor is the sole owner of the Unit and the property referred to in paragraph 1, and
Sponsor has the full right, power and authority to self, convey and transfer the same;
(b) The common charges (excluding separately bilds utility charges) for the Unit on the
date hereof are set forth on page 1 of this Agreement;
(c) Sponsor has not received any written notice of any intended assessment or increase in
common charges not reflected in subparagraph 7(b). Purchaser acknowledges that it will not
have the right to cancel this Agreement in the event of the Imposition of any assessment
increases in common charges after the date hereof of which Sponsor has not hereofore
received written notice;

9. State of Title

9. State of Title (a) Legal ownership to the Unit shall be trensferred to Purchaser at Closing subject only to the fiens, encumbrances and title conditions (horoinafter called the "Permitted Encumbrances shall enumerated in Exhibit A to this Agreement, The existence of the Permitted Encumbrances shall not be deemed a breach of Sponsor's covenant in the deed, even though the deed does not expressly provide that it is given subject to the Permitted Encumbrances. It is intended and agreed that the deed for the Unit to be given by Sponsor to Purchaser at closing shall be deemed to be subject to the Permitted Encumbrances to the same effect as if set forth therein at lenoth.

osemed to be subject to the Permitted Encomplances to the earth enter as it set forth theiral stempts.

It length, the set is a set of the set

10. Title Company Approval
Subject to the terms of paragraph 11 below. Sponsor shall give, and Purchaser shall
sceepl, such title as the Title Insurance Company will approve and Insure at its regular rate and
without additional premium, provided that the only tiens, encumbrances and conditions affecting
title shall be the Permitted Encumbrances. Sponsor is not obligated to cause Purchaser's title
company to omit any exception to tale if the Title Insurance Company will insure against
collection out of the Unit.

# 11, Sponsor's Inability to Convey Title

11. Sponsor's inability to Convey Tille

(a) In the event that Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement, to remove or cure a non-Permitted Encumbrance and elects not to do so, then Sponsor will amend the Plan to disclose the title defect and fair Purchaser for Purchaser the right for fifteen (15) days only after Sponsor notifies Purchaser of Sponsor's refusal to remedy the title defect, to steet either to (i) waive the title defect and take title subject thereto (without elastment in or credit against the Purchaser Price or claim or right of action against Sponsor for claim or right of action against Sponsor for damages or otherwise) or (ii) resclind and recover the Down Payment with any earned Interest. If Purchaser falls to elect to resclind within such filteen (15) day period, then Purchaser will be presumed condustively to have elected the first option to waive and obset tills subject to the fille defect. Purchaser's sole right and remedy in such case shall be to either waive the title defect and close or to resclind.

walve the title defect and close or to reschd.

(b) if Purchaser Ilmely efects to reschd, Sponsor shall instruct the Depository, within ten

(b) days after receipt of Purchaser's resolusion notice, to return to Purchaser all montes

(d) The real estate taxes as of the date of this Agreement are set forth on page 1 of this

(g) All refrigerators, freezers, ranges, dishwashers, washing machines, clothes dryers and air conditioning equipment included in this sale will be in working order at the time of the

Cooling, and
(f) Sponsor is not a "foreign person" as defined in IRC § 1445, as amended, and the regulations issued thereunder, and Sponsor shall execute and deliver to Purchaser at Closing a Certification of Non-Foreign Status.

## Closing Decuments

8. Closing Doumenta
(a) Al closing, Sponsor shall deliver to Purchaser:
(i) a Bergain and Sale Deed with covenent against grantor's acts transferring to Purchaser full ownership (fee simple title) to the Unit and its Common Interest, subject only to the Permitted Encumbrances (see Exhibit A below).

The grantor's covenant is for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or authoriges (including, without limitation, Purchaser's title Insurance company). Purchaser must first look to Purchaser's title Insurance company). Purchaser must first look to Purchaser title insurance company before seeking recourse against Sponsor for recovery on any tolain based on an alleged breach of such covenant. This provision shall survive the dosing.

The deed shall be substantially in the form reproduced as Document Number 3 in Part II of the Plan and shall be executed and exhowledged by grantor in form for recording. Such executed deed shall be promptly delivered to the representative of the title insurance company insuring Purchaser's alterney.

After being recorded, the deed shall be returned to Purchaser's alterney) for recording. After being recorded, the deed shall be returned to Purchaser or Purchaser's alterney.

attorney) for recording. After being recorded, the deed shall be returned to Purchaser or Purchaser's altomey.

(II) A statement by the Condomhilum or its managing agent that the common charges and any essessments then due and payable the Condomhilum have been paid to the

charges and any sesessments then due and payable the Condominium have been paid to the date of the Closing;

(ii) All keys to the doors of, and mailbox for, the Unit);

(iv) New York City Real Property Transfer Tax return (\*RPT\*) and New York State
Real Estate Transfer Tax return (documentary stamps), prepared, executed and acknowledged
by Sponsor in proper form for submission;

(v) Affidavit that a single station smoke detecting starm device is installed pursuent
to New York Executive Law § 278(5);

(vi) New York State Equalization Return executed and acknowledged, in proper form

for submission.

(b) Al Closing, Purchaser shall execute and deliver to Sponsor or as directed by Sponsor:

(b) New York City Real Property Transfer Tax return ("RPT") and New York State

Real Estate Transfer Tax return (documentary stamps);

(ii) Artidovit that a single station smoke detecting alarm device is installed pursuant

(ii) Affidevit that a single station should be a Affidevit that a single station should be a Affidevit that a single station should be a solution of the action of the act

for submission:

(v) Personal Guaranty of Common Charges and other sums due to the Condomhium-in Purchaser's not a natural person;

(vi) Window Guard Notice; and Window Guard Notice; and Agreement, it a form and to payee(s) specified by Sponeor.

deposited hersunder with any Interest thereon within thirty (30) days from receipt of said resolssion notice. Upon making size fefund, this Agreement shall be null and void and neither party shall have any further flight, obligations or flabilities with respect to the other harsunder or under the Plan.

(c) if Sponsor notifies Purchaser that it will remove or cure a non-Permitted Encumbrance, their Purchaer cannol cancel this Purchase Agreement for so long as Sponsor is using reasonable afforts to diligently remove or cure such non-Permitted Encumbrance.

12. Closing Adjustments
(a) At closing, Sponsor and Purchaser shall apportion, as of 11:59 p.m. of the day preceding the closing:
() Real estate taxes, B.I.D. tax, and assessments, if any fast decreased below) (for purposes of this paragraph 12, the term real estate taxes shall be deemed to include assessments, if any. Real estate taxes and B.I.D. tax will be apportioned by between Sponsor and the Purchaser based on the period such taxes have been prepaid by Sponsor); and

and

(i) Common Charges for the month in which little closes (based on the number of days in
the month in which title closing occurs).

(b) The "Customs in Respect to Title Closings" recommended by The Real Estate Board of
New York, Inc., as amended to date, shall apply to the edjustments and other melters therein
mentioned, except as otherwise provided harein.

(c) Any errors or crimistenons in computing apportionments at closing shall be corrected and
payment made to the proper party promptly after discovery. This provision shall survive the
closing.

payment made to the proper party promptly after discovery. This provision shall survive the closing.

(d) Installments for tax assessments due after the delivery of the deed, if any, shall be paid by the Purchaser and shall not be considered a defect in fille.

(e) If, through no fault of Sponsor, Purchaser falls for early reason to close on the Closing Date, or is deemed at fault for not timely sending a notice of a title defect as provided above, then all closing adjustments will be calculated as of 11:59 P.M. of the day immediately proceding the originally scheduled Closing Date and Purchaser will, at closing:

(i) reimburse Sponsor the daily sum equal to .044% (which is equivalent to an annual rate of approximately 164%) times the Unit's Purchaser Price for each day's delay commencing with the date originally scheduled for closing through the day prior to the actual Closing Date; and

(f) pay Rosen Livingston & Cholst LLP the sum of \$250 for each default letter sent to Purchaser for each rescheduled closing date to reimburse such firm for the costs incurred in connection with sending such dafault letter or rescheduling the closing date.

All sums under clauses (f) and (fi) above shall be paid by unendorsed personal certified check of Purchaser or official cashier's or brank check.

Sponsor shall be entitled to adjourn the closing to remove or correct any non-Permitted Encumbrance. However, if the non-Permitted Encumbrance, then for purposes of the closing and Justness under the paragraph 12, Purchaser shall be deemed at fault for not limitely sending adjustness to remove the non-Permitted Encumbrance, then for purposes of the closing adjustness and the adjournment of the closing to adjoin Sponsor to correct or remove the non-Permitted Encumbrance shall be considered at the request of Purchaser and not Sponsor.

# 13. Purchaser's Closing Costs

At closing, Purchaser will pay certain costs in connection with the purchase of his Unit In addition to the legal (see of Purchaser's counsel (if any) and the amount of any net credit in

fevor of Sponsor that may result from the closing apportionments described in the preceding paragraph. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date of the Plan and are subject to change without prior notice:

without prior notice:

(a) If Purchaser elects to obtain (se title insurance, Purchaser will pay a premium to the title company for such insurance, which premium may vary depending upon the title insurance company and the amount of insurance requested. A lower combined rate may be available if fee and mortgage insurance are ordered almultaneously.

(b) Purchaser will pay a fee for recording the Unit Dead and the Unit Owner's Power of

(b) Purchaser will pay a fee to recording the mortgage;
(c) if Purchaser obtains a mortgage loan, Purchaser will pay;
(d) is fee and service charge for recording the mortgage;
(ii) a mortgage recording text in the following amount: (a) for Residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgagor receives a \$25 deduction, or 2.175% for a mortgage everying a Residential Unit equal to \$500,000 or more, less \$25 and (b) for non-residential Units, 2.05% of the face amount of a mortgage less than \$500,000 or 2.50% for a mortgage covering a non-residential Unit equal to \$500,000 or more, (iii) if mortgage title inversance is required by Purchaser's Index, an additional premium for insuring the mortgages's interest in an amount equal to the principal amount under the mortgage lean.

Insuring the mortgee's interest in an amount equal to the principal amount under the mortgage loan.

(iv) if required by Purchaser's lender, deposits for Common Charges, real estate taxes and sessessments in an Initial amount and in euch monthly sums after desing as required by the lender (the amount of which monthly deposits may be charged periodically by the lender). The amount to be initially deposited at closing and the amount of ith monthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of little and the date upon which the taxes and other charges or impositions next due are to be paid and the lender's estimate of the emount of the taxes and other charges or impositions then payable; and (y) all other closing costs and expenses required to be paid to, or on behalf of, such lander (which costs and expenses may include the fees of such lender's counsel), in amounts to be determined by the lender. Sponsor makes no representation or warranty as to the nature or amounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consolt with a representative of his kender with response.

and it is recommended that Purchaser poison with a representative or hall before with respect hereto;

(vi) fi, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise in writing;

(vii)Purchaser will pay to Rosen Livingston & Cholet LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Dead, Unit Owner's Power of Altorney, additional closing documents and for coordinating and attending the closing;

(viii) If Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Cholet LLP, then the closing will be held at the office of Purchaser's lender or such lender's counsel on condition that the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholet LLP, in addition to said closing fee set forth above, a travel fee of \$500.00 if the closing is held in Manhattan or \$700.00 if the closing is held in another brough. If the closing attended by a representative of Rosen Livingston & Cholet LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholet LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholet LLP and additional travel and eitendance fee in the same amount as stated above for each attendance;

Purchaser, to cancel this Purchase Agreement and to (i) not allow Purchaser any grace period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have walved its right to sue Purchaser on the dishonored or uncollacted check, or (i) allow Purchaser thirty (30) days in which to make good Purchasers Down Payment and if Purchaser laifs to so do within such thirty (30) day period, to sue Purchaser on the dishonored or uncollected check. In the atter case, Purchaser will also be diable to reimburse Sponsor for all fitigation costs and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereater, but not made so sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceede of such sele.

16. Risk of Loss; Casuelty

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the deed is delivered to Purchaser at closing.

(b) All other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to replace the loss or damage, this Agreement shall continue in full force and effect, Purchaser shall not be see or damage, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject (till to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominum Board to complete such repairs or replacements. Purchaser shall not be required to pay the Belience unless and until (till to Unit has been substantially repaired as near as its reasonably possible to its condition immediately prior to the casualty; (till its essential services (such as gas, electricity, and heat) and e reasonable means of ingress and egress to the sitech have been restored; and (till) and condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed or facord), other than those that are the obligations of Purchaser to cure or that are caused by the act or omisation of Purchaser, its licensees, invitees and/or workers. (Soponsor will encleavor in good faith, and with reasonable dilipence, to remove or cause to be removed subsequent to closing all violations of record is the sound of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Bosed or of other Unit Owners). If such proceeds are paid to Purchaser had promptly furn them over to Sponsor under received and for further force or effect, and Sponsor whall instruct the Depository for return to Purchaser at sums deposited or effect, and Sponsor while Interest, if any, ther

# 17. Inspection of Unit

At least ten (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or the Selling Agent to Inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall

(vili) if Purchaser is other than a natural person, a principal of the Purchaser will be required to provide a personal guaranty of Common Champes and other charges due to the Condominium and Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for preparation of such Chargeston.

Condominum and Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$505.00 for preparetion of such Couranty.

(ik) if Sponsor arranges a partial assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage lax, Purchaser half pay Rosen Livingston & Cholst LLP a fee of \$3,00.00 for the preparation of line splitter, substitute mortgage and assignment of mortgage documents; and (d) Purchaser will pay the New York City Real Estate Transfer Tax (documentary stamps) to be affixed to the dead, the New York City Real Property Transfer Tax and (if applicable) the new York City Real Property Transfer Tax and (if applicable) the new York City Real Property Transfer Tax and (if applicable) the control to the Common Charges for the Unit by Purchaser's good personal certified check or official ceshier's or bank check as a contribution to the Working Capital Fund.

All of the elementalized costs, fees and charges are cumulative.

The payments described above shall be payable at or piror to the Closing by Purchaser's unendorsed, personal certified check or efficial cashier's or bank check drawn on a membor bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wite transfer.

14. Power of Attorney to Condominium Board, Sponeor, Retail Unit Owner and

14, Power of Attorney to Condominhum Board, Sponeor, Retail Unit Owner and Commercial Unit Owners.

At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's tille to the Unit for, if no representative is present, then to Sponeor's attorney), for recording in the New York City Register's Office a Power of Attomey in favor of the Condominhum Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owners relative to amending the Condominhum Documents to the extent permitted in the Power of Attomey. An originally recorded Power of Attomey shall be sent to the Condominium Board.

## 15 Events of Default

15. Events of Default
(a) The following shall constitute "Events of Cefault" hereunder:
(i) Purchaser's fallum to pay the Balance on the Closing Date designated by Sponsor pursuant to paregraph 6 herein or to timely pay the applicable Rosen Livingsion & Cholet LLP closing (see or any applicable tweel and effendence fee or any other Cobing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Cholet LLP pursuant to paragraphs 12

and 13 above) and 13 delivers of refulling to trouble through the other parametric param

attend such inspection and shall complete, date and sign the Inspection Report (in the form set forth as Exhibit B to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (1y) days of receipt of said notice or to so sign and deliver the completed inspection Report shall not excuse Purchaser from paying the Betence when due (without provision for section) and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its collegations as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unacid Residential Units, the Commercial Units and the Retail Unit may be used for any tawful purpose and (ii) the Condomitum Beard, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

dosing of little.

18. No Representations
Purchaser acknowledges their Purchaser has not relied upon any architect's plans, sales
plans, furnishings and fixtures contained in model units, saling brochures, advertisements,
representations, warranties, elataments or estimates of any nature whatsoever, whether written
or aral, made by Sponsor, Seking Againt or althers, including, but not limited to, any relating to
the description or physical condition of the Property, the Building or the Unit, or the size or the
dimensions of the Unit or the rooms or closest therein contained or any other physical
characteristics thereof, the services to be provided to Unit Owners or the projected Common
charges and projected real estate laxes for the Unit, the right to any income lax deduction for
any real estate taxes or mortgogo interest paid by Purchasor, or any other information retailive
to his purchase of the Unit, except as may be specifically represented harein or in the Plan
(Purchaser having relied on Purchaser's own examinations and investigation hereof). No
person has been authorized to make any representations on behalf of Sponsor. No oral
appresentations or statements shall be considered a part of this Agreement. Purchaser agrees
(a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or
not any layout or dimension of the Unit or any part thereol, or of the Common Elements, as
shown on the floor plans, is accurate or correct, provided the layouts and dimensions conform
of this paragreph shall survive the closing of this.

18. Negotiable Terms
Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more feverable purchase term given to stother purchaser and will not have the right to resuch this Purchase Agreement or recover his Down Payment or any other amount for not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase price; the amount of the Down Payment; the right of a purchaser to cancel the Purchase price; the desired of the Down Payment for faiture to obtain financing or to close by a specific date; the closing date and minimum notice required to schedule the closing; upgraded appliances, fixtures or equipment or other alterations, improvements or additions to be performed by and at the expense of Sponsor; excusing a purchaser from closing costs and/or penalties for closing late; longer time periods to pay or perform obligations under the Purchase

Agreement; elimination of "lime of the essence" provisions; price or common charge rebates; sesumption of payment of, or guarantee of, common charges for a given period; Sponsor financing (provided an amendment to the Plan containing the lemms thereof is duly filed); allowences or credits against the purchase price for decorations; to install appliances or fixtures and granting to Purchaser the benefit of any one or more favorable terms offered or given to another purchaser.

2D. Notices

All notices, elections, consents, demands and communications (collectively called "notices" or individually called "notice") shall be delivered personally or given in writing by registered or certified mail, return receipt requested, postage prepaid, and, if sent to Purchaser and address given above, with a copy to Purchaser and, if sent to the Sponsor, addressed to the Sponsor at circ Rosen Livingston & Cholst LLP, 276 Madison Arenue, New York, New York 100f6, Aftention: Andrew B. Freedland, Esq. Either party may, by notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is siffcated or when deposited in any branch, station or depository maintained by the U.S. Postal Service in the City and Stete of New York, except that a notice of a new address shall be deemed given when actualty received.

Sponsor has authorized the Seiling Agent and Rosen Livingston & Cholst LLP, its partners, associates and legal assistants to sign and deliver on behalf of Sponsor any and all notices (including, without firnitation, notices fixing and adjourning the closing date, notice of default, etc.) required or permitted to be given hereunder.

21. Broker
Purchaser represents to Sponsor that Purchaser has not deall with any broker in connection
with this transaction apart from the Seiling Agent and the Co-Broker whose name appears on
page 1. Purchaser shall pay the commission of any broker with whom Purchaser may have
deall (cliber than the Seiling Agent and the Co-Broker) and Purchaser groes that should any
cleim be made against Sponsor for commissions by any other broker on account of any acts or
dealings of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold
Sponsor free and harmless from any and all liabilities and expenses in connection therewith,
including (without limitation) reasonable tegal fees and disbursements. The provisions of this
paragraph ball survive the facisitot. paragraph shall survive the closing.

22. No Lien; Agreement Subordinete to Mortgage
(a) No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any moniles deposite hereunder. This Agreement shall not be recorded and any purported recordation hereof by Purchaser shall be vote and constitute an Event of Default.
(b) In furtherance, and not in timitetion, of the provisions of the proceeding subparagraph (a). Purchaser agrees that the provisions of this Agreement are, and shall conflicute to be, subject and subordinate to the lian of any mortgages heretofore or hereefter made and any payment or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full exant, without the execution of any further legal documents by Purchaser. In the event of the existence of such mortgage(s), Sponsor shall, at its option, either satisfy such mortgages are obtain a release of the Unit and its undivided interest in the Common Elements from the sign of such mortgages or or prior to the Closing Date. The extended any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in

Irrespective of the number of violations or breaches that may occur, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

39. Governing Law
The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

# 31. Waiver of Jury Trial

31. Waiver of Jury Trial Except as grohibiled by law, the parties shall, and they hereby do, expressly waive trial by jury in any idigation erising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assent any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is weived.

# 32. Gender

A reference in this Agreement to any one gender, masculing, temining, or nauter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise

33. Certain Referencea

The term "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to
this entire Agreement and to the particular provision in which the term is used. Unless
otherwise stated, all references herein to paragraphs, subparagraphs or other provisions are
references to paragraphs, subparagraphs or other provisions of this Agreemant.

# 34. Captions

34. Captions in this Agreement are for convenience and reference only and in no way deline, limit or describe the scope of this Agreement or the intent of any provision hereof. Successors and Assigns.

The provisions of this Agreement shall bind and finure to the benefit of Purchaser and Purchaser's helrs, legal representatives, successors and partitled assigns and shall bind and laure to the benefit of Spaneor and its successors and sasigns.

35. No Oral Changes
This Agreement le changed or any provision waived orally. ANY CHANGES OR
ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RICER ATTACHED
HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

36. Acceptance of Purchase Agreement
(a) This Agreement shall not be binding upon Sponsor until a duplicate hereol, executed by Sponsor or its duly authorized agent, is delivered to Purchases. The submission of a Pten or Purchase Agreement to a prospective purcheser shall not be construed as Sponsor's approval of such sale. If such executed duplicate of this Agreement is not sent or delivered to Purchaser within think; (30) days after same is received by the Selfing Agent slong with a check for the Down Payment, it shall be deemed rejected and canceled and all monies paid by Purchaser shall be promptly refunded without interest. Upon such refund being made, neither party shall have any further rights or obligations hereounder with respect to the other. Sponsor shall have the right to reject this Agreement without cause or explanation to Purchaser, provided such

the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that the Unit is released from the lien of such mortgage at closing.

## 23. Entire Agreement

This Purchase Agreement, logether with the Plan, as the Plan and Purchase Agreement y be smended from time to time, constitutes the entire agreement between the parties as to subject matter hereof and supersedes all prior understandings and agreements.

24. Agreement May Not Be Assigned Without Consent
Purchaser does not have the right to assign this Agreement without the express prior written
consent of Sponsor to such assignment. Sponsor is not obligated to give such consent and if
Sponsor refuses to consent Purchaser will not be excused from Purchaser's obligations under

this Agreement. If Sponsor, in its sole discretion, elects to permit Purchaser to assign this Agreement. Purchaser shall pay to Rosen Livingston & Chotst LLP, simultaneously with Purchaser's execution and delivery of such assignment, a fee of \$350 for prepering such assignment.

25. John, Purchasera
The term "Purchaser' shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

### 26. Acts of God

ze, Acts of God Sponsor shall be excused from performing any obligations or undertaking provided for in this Agreement for so long as such performance is prevented, delayed, or hindered by an act of God, fire, fitood, explosion, war, riot, sabotage, inability to procure or, general shortage of, energy, labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's line to perform such obligations or undertaking shall be totled for the length of the period during which such performance was excused.

27. Further Assurances Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemptated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## 28, Şevorability

28. Severability II any provision of this Agreement or the Plan is inveild or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

29. Strict Compliance
Any failure by Sponsor to Insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deamed a waiver of any of the provisions hereof.

rejection is not due to Purchaser's eex, race, creed, color, national origin, ancestry, disability, mattlet status or other ground prescribed by law.

37. Excrow Provisions

A. The law firm of Rosen Livingston & Cholst LLP, with an address at 275 Madison Avenue, Sulle 500, New York, NY 10016, letephone number 212 587-7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signationists Morton H. Rosen, Peter I. Livingston, Bruce A. Choist, Mary L. Kosmatk. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the secount are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

- B. Escrow Agent and all authorized signatories hereby submit to the furisdiction of the State of New York and its Courts for any cause of action adaing out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.
- C. The Escrow Agent has astablished the escrow account at Signature Benk, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the Stote of New York. The escrow account is entitled '(Purchaser's Name) Rosen Livingston & Cholst LLP as Escrow Agent' ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is returnally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be Insured.
- D. All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Chotst LLP, as Escrew Agent.
- E. The interest rate for all Deposits made into the Escrow Account shall be the pravailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or cardifed to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bour all costs associated with the maintenance of the Escrow Account.
- F. Within five (5) business days after the Purchase Agreement has been tendered to Escrew Agent along with the Deposit, the Escrew Agent shall sign the Escrew Agreement and place the Deposit into the Escrew Account. Within ten (10) business days of the placing the deposit in the Escrew Account, Escrew Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, sertices, or custom work shall be initially deposited into the Escrew Account, and released in accordance to the
- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within hinsly (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Compliants concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23<sup>rd</sup> Floor, New York, N.Y. 10271. Rescission shell not be afforded where proof

satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York Stele Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Pluchases Agreement, are and shall continue to be the Purchaser's money, and may not be conhighed with any other money or pladged or hypothecated by Sponsor, as per GBL § 352-h.
- a distilling Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not refleve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
  - The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to lerms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or

- (b) In a subsequent writing signed by both Sponsor and Purchaser; or
- (c) by a final, non-appealable order or judgment of a court.

If the Secrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Secrow Agent receives a request by either party to release the Deposit, then the Secrow Agent must give both the Purchaser and Sponsor prior witten notion of not fewer than thirty (30) days before releasing the Deposit. (If he Secrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Secrow Agent and provide further written notice to both parties Informing them of said release. If the Secrow Agent receives a written notice from either party objecting to the release of the Deposit within add thirty (30) day period, the Secrow Agent and continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithelanding the foregoing, the Secrow Agent shall have the right at any lime to deposit the Deposit contained in the Secrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

K. Any provision of the Purchase Agreement/Escrow Agreement] or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

SPONSOR: 135 WEST 52 <sup>ND</sup> STREET OWNER	PURCHASER: 135 WEST 52ND STREET 17C LLC
By:	By: All MCAA
By:	By:* Co-Purchaser
(Purchaser) Date Accepted:	
(*Please initial on line and print or type name under line.)	
Purchaser acknowledges: Receipt of Offering Plan and Amendments at (A.M.)(P.M.) on	Initiets: AN Purchaser: Antoine Nobra
Delivery of Purchase Agreement and Check for Down Payment at	Initials: Co-Purchaser:

KM

Indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning secrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amandament liberato.

L. Escrow Agent shall maintain the Escrow Account under its direct supervision and

control

- M. A (Iduciary relationship shall exist between Escrow Agent and Purchaser, and Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-

Eacrow Agent acknowledgee its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

N. Eacrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genutine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

O. Sponsor agrees that it shell not interfere with Escrow Agent's performence of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-92-b) and 352-th) and the New York State Department of Law's regulations.

P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement, 0. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any dreumstance.

circumstance.

R. Sponsor agrees to defend, indemnify, and hold Eucrow Agent harmless from and against all costs, olethns, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bed feith or willful disregard of the obligations set forth in title Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorney's feee either petit for retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

## 38. Counterparf Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or, port and such shall be deemed originals.

Notwithstanding the feregoing, Sponsor will pay one half of the NYC Real Property Transfer Tex and the NYS Real Property Transfer Text such payment shall not exceed \$27,412,50,

18

IN WITNESS WHEREOF, the parties he above written.	ve executed this Agreement as of the date first
SPONSOR: 135 WEST 52***O STREET DWNER LLC  By: Wester Chetrif, Principal By: Dayld Bleidrer, Principal 1/1/21/1/5* Y 4,100,050, 17 L  (Purchaser) Data Accepted:	PURCHASER: 136 WEST BOND STREET 17C LLC  By:
(*Please initial on line and print or type name under line.)	Inilials:_AN
Purchaser adknowledges: Receipt of Differing Plan and Amendments al(A.M.)(P.M.) on, 2015; and	Purchager: <u>Aninine Nohra</u>
Delivery of Purchase Agreement and Check for Down Payment at(A.M.)(P.M.) on	Inflale:Co-Purchaser:

YΛ

IN WITNESS WHEREOF, the parties he shave written.	ive executed this Agreement as of the date first
SPONSOR: 135 WEST 52 <sup>NO</sup> STREET OWNER LLC  BY. Moyd Classit, Principal  By: David Bistricer, Principal	PURCHASER: 135 WEST 52NO STREET 17C LLC  By:
(Purchaser) Date Accapted:	
("Please initial on line and print or type name under line.)	
Purchaser acknowledges: Receipt of Offering Plan and Amendments at	Initials:Antoine Nobra
Delivery of Purchase Agreement and Check for Down Payment at on	Initials: Co-Purchaser:

Leases and service, maintenance, employment, management, concessionaire and license agreements, if any, of other Units or portions of the Common Elements, provided same are disclosed in the Plan or in an amendment thereto.

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- The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.
- 10. The ilen of any unpaid assessment payable in installments (whether imposed by a taxing authority or the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at closing).
- 11. Any encumbrance as to which either the Title Insurance Company or the title insurance company which insures Purchaser's little to the Unit would be willing to insure at its regular rates, without additional premium, in a fee policy issued by it to Purchaser to insure that such encumbrance, (a) will not be collected out of or enforced against the Unit if it is a lien and (b) will not prevent the use of the subject Residential Unit for dwelling purposes. (Any exception which the Title Insurance Company has omitted or insured at its regular rates and without additional premium, which will not be collected out of or enforced against a Unit, in a fee little insurance policy for other Units, is not an objection to title.)
- 12. The Certificate of Occupancy to be Issued covering the Building, provided it authorizes occupancy of the subject Residential Unit for residential purposes.
- 13. Any violations against the Property (other than the subject Unit) which are the obligation of the Condominium Board or another Unit Owner to correct.
- Standard printed exceptions contained in the form of fee title insurance policy then Issued by the title insurance company insuring Purchaser's fille to the subject Unit.
- 15. Any easement or right of use required for Sponsor to obtain a temporary, final or amended Certificate of Occupancy for the Building, provided such easement or right of use will not prevent the use of the subject Residential Unit for dwelling purposes.
- Distinctive Street Improvement Maintenance Agreement in Reel 1109 Page 862.
- Zoning Lot Certification in Reel 769 Page 115.

# EXHIBIT A TO PURCHASE AGREEMENT Permitted Encumbrances

- Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasigovernmental authority having jurisdiction, provided they do not prevent the use of the subject Unit for dwelling purposes.
- State of facts shown on a survey made by Earl B, Lovell-S.P. Belcher, Inc. dated March 12, 2013 and any state of facts which a more recent survey or personal inspection of the land and building would show, provided such additional state of facts would not prevent the use of the subject Residential Unit for dwelling purposes or, if applicable, the subject Commercial or Reteil Unit for the purposes permitted by Law and further provided that such state of facts do not render title unmarketable.
- The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations thereto), the Power of Allorney from Purchaser to the Condominium Board, Sponsor, the Commercial Unit Owners and the Retail Unit Owner and the Floor Plane, all as same may be amended from time to time
- Consents by Sponsor, or any former owner of the Land for the erection of any structure or structures on, under or above any land, street or streets on which the Land may abut.
- 5. Any easement or right of use in favor of any utility company for construction, use. maintenance, repair and replacement of all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.
- Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid you'll tax (which is to be paid by the Condominium Board, the Retail Unit Owner or the Commercial Unit Owners (as the case may be)).
- Encroachments of stoops, areas, cellar steps or doors, frim, copings, retaining walls, bay windows, terraces, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, and similar projections, if any, on, over, or under the Property or the streets or sidewalks abuilting the property and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls, and the like, if any,

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# EXHIBIT B

Date: 135 West 52<sup>nd</sup> Street Owner LLC 512 Seventh Avanue New York, New York 10018

136 West 52nd Street New York, New York 10019

1.

Gentlemen:
This is to confirm that based on the undersigned's personal inspection of the above referenced
Unit, I (we) have found the Unit, its floors, walls, doors, fixtures, appliances, equipment,
hardware and all other tenne listed below, to be in good and satisfactory condition, free of chips,
mers, scratches, breaks or other defects, except for those malters (if any) expressly noted
below under "exceptions" requiring repair, adjustment or correction:

llem	Exceptions (if any)	Purcheser's Inițials
	Interior: Walfs:	
(b)	Floors:	<u> </u>
(c)	Ceilings:	
(d)	Windows: (glass, sash, pane, silt, etc.)	
(B)	Doors:	
(f)	Electrical fixtures:	
(g)	Painted surfaces:	
(h)	Kitchen cabinets:	
(i)	Appliances:	
(j)	Kitchen sink:	
(k)	Medicine cabinels:	
(1)	(doors & mirror) Vanities:	

	llem	Exceptions (if any)	Purchaser's Initials
	(m)	Balhroom sinks:	
	(n)	Water closel:	
	(0)	Bathlubs:	
	(p) (q)	Bathroom (ile:	
	(r)	(doorbell, doorknob, laucets, locks, etc.) Intercom:	
2,	Gene (a)	eral Operating Condition: All Doors:	
	(b) (c) (d) (e)	All Windows: All Plumbing: All Hardware: Other:	

(e) Other:

The undersigned will sign and deliver to you a separate statement signifying my (our) satisfaction with each item excepted above (if arry), immediately upon the completion of the repair, adjustment or correction of seme. The undersigned understands and agrees that you half not be obligated to make any repeirs, adjustments or corrections to the Unit or any portion thereof or its fixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, excell as to those librar (if any) expressly excepted above and your obligation regarding any such excepted disms shall cease upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be constructed to excues Sponsor from its obligations to correct defacts in construction or design to the extent required in the section entitled "tights and obligations of Sponsor contained in the Offering Plan for Condominium Ownership of the 135 West 52" Street Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an escrow) end accept little to the Unit on the closing date notwithstanding the presence of any exceptions.

Purchaeor's Signa(ure 135 Waet 52<sup>™</sup> Street Owner LLC

Purchaser's Signature By:\_\_\_\_\_

## PURCHASE AGREEMENT

AGREEMENT made as of November 3, 2015 beliveen 135 WEST 52<sup>ND</sup> STREET OWNER LLC, maintaining an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Lili Shen, Ying Jin and Hao Shen residing at c/o Fuhao Yang, Esq., 7 Mort Street, Sixth Floor, New York, NY 10013 ("Purchaser").

Purchaser's Attorney: Fuhao Yang, Esq

Address: 7 Moll Street, Sixth Floor

New York, New York 10013

Telephone: (212) 966 9076 Fax: (212) 966 9078 Email: lawoffice.fuheoyang@gmail.com

Percentage of Common Interest: 0.7800 % Common Charges: \$1,737.75 per month

Residential Percentage of Common Interest: 1.0416%

Selling Agent: Douglas Elbiman (Stacy Spielman)

Co-Broker: Setheby's International Realty (Yi Chen)

Real Estate Texes: \$1,843,63 per month; B.I.D. Tax: \$28,81 per month;

Real Estate Taxes: \$1,843,85 per month;

Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 19C ("Unit") in the building ("Building") known as 135 WEST 52<sup>100</sup> STREET, New York, New York 10019, ("Condominium") and located at 135 WEST 52<sup>100</sup> STREET, New York, New York 10019, upon and subject to the lerms and conditions sat forth horoin. The Unit shall be as designated in the Declaration of Condominium Ownership (as the same may be amended from time to lime, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

1. Purchase Price
(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$4,025,000.00, payable as follows:
(i) \$803,750.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in secrow pursuant to paragraph 5; with a remaining downpayment of \$402,500.00 (the "Second Downpayment") by check which shall also be subject to collection, to be made on or before January 28, 2018, pursuant to paragraph 38, to be held in secrow pursuant to paragraph 5; and
(ii) \$3,018,750.00, consiliuting the balance of the Purchase Price ("Balance"), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the dead as hareinafter provided.
(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or irus company authorized to except deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the Downpayment shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor greaves the right to require Purchaser to pay the Balance or any portion thereof in "Immediately available funds" (i.e. by wire transfer to a bank account designated by Sponsor).

(time being of the essence to exercise such right of resclasion within such seven (7) day

(time being of the essence to exercise such right of resclasion within such seven (?) day period) (c.) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and B of the Esthiblis submitted with the Plan to the Department of Lew) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendenents to the Plan duly filed by Sponsor (including, without limitation), amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate laxes to be paid by Purchasor, or Schadula B Eudople for the Pirist Year of Condominium Operation). Except in the case of a material advarse omendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser Price or claim or right of action against Sponsor, and any such amendment may be filed by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unitaterally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) nor change the Purchaser for or payment terms contained in this Agreement, unless Purchaser consents thereto in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as it set forth at length. In the event of any inconsistancy or conflict between the provisions of the binding. Purchaser acknowledges having had full opportunity to examine all documents and investigate all statements made herein and in the Plan.

4. Personal Property
(a) At Closing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if any), herdwere and other fixtures and equipment installed therein as set toth in the Plan.

Sponsor has the right to aubstitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of those referred to in the Plan provised only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor coverings, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set forth in the Plan) are only approximations of the Unit's dimensione and arrangement and Purchaser only approximations of the Unit's dimensione and arrangement and Purchaser entry approximation of the Unit's dimensione and arrangement and Purchaser (c) Sales model apartments may, at Sponsor's option, be said furnished at a later date but will initiatly be withhold from sale.

(d) There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser').

5. Purchase Montes to be Held in Trust (a) The law firm of Rosen Livingston & Cholst LLP, with an address at 275 Madison Avenue, New York, NY 10016, telephone number 212 697 7770, shall serve as ascrow agent ("Escrow Agent") for Sportsor and Purchaser. Escrow Agent has designated the following atternays to serve as eignatedies: Morton H Rosen, Peter L Livingston, Andrew B. Freedland, Bruce A. Cholst. All designated signatories are admitted to practice law in the State of New

(c) All checks shall be unendorsed, made payable to the direct order of "Rosen Livingston 8 Cholst LLP, as Escrow Agent" or (as to the Balance) to "135 West 52" Street Owner LLC" or such payees as Sponsor may direct on not less than two (2) business days prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payes; Rey may not be endorsed.

(d) Purchaser's payment of the Belance and acceptance of a deed to the Unit shall considute Purchaser's recognition that Sponsor has satisfactority performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set lorth herein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) oxpressly stated herein or in the Plan to be performed subsequent to the closing, and conting herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of Lew.

(e) Purchaser is not required to pay the Balance or accept tills to the Unit unless all of the prerequisites set forth under "Terms of Sale - Prerequisites to Closing of Title" in Part I of the Plan are met concurrently with, or prior to, closing.

## 2. Definitions - The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52<sup>10</sup> Street, New York, New York 10019.

10019.

(b) "Closing Date", "closing", "closing of title" and words of similar import are used synchymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

(c) "Condominium" shall mean The 135 West 52<sup>100</sup> Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52<sup>100</sup> Street Condominium establishing condominium ownership of the Property, as same may be amended from time to time.

its.

(e) "Depository" shall mean Signature Bank, 300 Pank Avenue, New York, New York 10022.

(f) "Plan" shall mean the Offering Plan for Condominium Ownership of the Property and y amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) "Property" shall mean the Building, the land upon which it is erected and all other provements thereon more fully described in the Declaration.

(h) "File Insurance Company" shall mean say reputable title insurance company Ilcensed to business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in able to the plan.

(a) Purchaser represents that Purchaser has possessed the Plan and any titled endments thereto at least three (3) business days prior to submitting this Purchase

amendments thereto at least titree (a) positions vary many for the Agreement, or (b) in the event Purchaser does not wish to wait three (3) business days) Purchaser has the right to reacind this Purchaser Agreement by sending written notice of his rescission to the Selling Agent by cortilled or registered mail, return receipt requested (and post-marked), or by personal delivery to the Selling Agent, within seven (7) days of submission of this Agreement

York. Neither the Escrow Agent nor any authorized signalories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "(Purchaser's Namel Rosen Livingston & Chlost LP Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 with not be insured.

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholist LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such secounts, which is currently 0.2%. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at dosing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of Interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The Interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as "interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of tills to the Unit, Sponsor will instruct the Depending to pay to Purchaser any and all Interest on monies deposited hereunder. It is possible that Purchaser may not receive interest on the Down Payment for the ordine month in which the closing is scheduled to occur. The Sponsor and Selling Agent will not be fable to Purchaser for the amount of such interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 352–2(2)(b) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

8. Closing of Title

(a) The closing of title shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless waived by Purchaser). <u>Sponsor shall not specify a closing date prior to Merch 31, 2016.</u> Sponsor shall thave the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Colonig is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time for closing.

Purchaser shall be entitled to one [1] adjournment of the closing not to exceed five (6) days (the "Adjourned Closing Date"). The closing adjustments stated in socilon 12(e) shall not accord unless Purchaser fails to close on such Adjourned Closing Date. Such adjournment must be exercised no less than two (2) days prior to the scheduled closing

date.

Sponsor shall not provide such written notice to Purchaser until Sponsor has obtained a Temporary or Permanent Certificate of Occupancy for the Unit.

(b) The closing of little shall occur only after or concurrently with compliance with the prerequisites set forth under "Terms of Sale Prerequisites to Closing of Itile" in Part 1 of the

prerequisites set forth under "Terms of Sale Prerequisites to Closing of Title" in Part 1 of the Plan.

(c) Sponsor has targeted the First Closing for June 1, 2016 based on the current construction schedule. The actual date for the First Closing is not assured or warranted and may be earlier or substantially later depending on the progress of sales and construction and compliance with the other prerequisites recited in the section of the Plan entitled "Terms of Sale". However, if brough no lauti of Purchaser he First Closing does not take place by June 1, 2016, Purchaser shall have the right to rescribe the Purchase dreament and recover his Down Payment with all Interest thereon by giving written notice of his or her ejection to do so to the Sponsor no later than fifteen days after the date that such right sinses. Purchaser acknowledges that Units may be completed at varying timus over a prolonged period that will extend beyond the First Closing, in such event, the order in which Units will be completed its within the sole discretion of Sponsor and may not coincide with the chronology in which Units are contracted for sale nor the numeric order of the floors. Many unforesceable factors can affect the completion of Units. Accordingly, the sequence in which Units (including the subject Unit) will actually be firshed cannot reasonably be precised. No representation:

Purchaser further acknowledges that construction (and, therefore, the closing) may be detayed by late delivery of material and squlpment, lebor difficulties, unavailability of building trades, casually, inclement weather and other events beyond Sponsor's control.

Purchaser agness that Sponsor is to be afforded tiberal and broad latitude in time and in all decisions concerning the completion of the Property and the Units pursuant to the Plan. Purchaser will not be excused from paying the full Purchase Price, without credit or set off, and all decisions concerning the completion of the Property and the Units pursuant to the Plan. Purchaser will not be

7. Representations, Warrantios and Covenants
Sponsor represents, warrants and covenants that:
(a) Sponsor is the sole owner of the Unit and the property referred to in paragraph 1, and
Sponsor has the full right, power and authority to sell, convey and transfer the same;
(b) The common charges (excluding separately billed utility charges) for the Unit on the
date hereof are sel forth on page 1 of this Agreement;
(c) Sponsor has not received any written notice of any intended assessment or increase in
common charges not reflected in subparagraph 7(b). Purchasor acknowledges that it with not
have the right to cancel this Agreement in the event of the imposition of any assessment or

ii) Balance of the Purchase Price and any other amounts due pursuant to this ni, in a form and to payee(s) specified by Sponsor

9. State of Title (a) Legal ownership to the Unit shall be transferred to Purchaser at Closing subject only to the liens, encumbrances and title conditions (hereinaster called the "Permitted Encumbrances"), entermined in Exhibit A to this Agreement. The existence of the Permitted Encumbrances shall not be deemed a breach of Sponsor's covenant in the deed, even though the deed does not expressly provide that it is given subject to the Permitted Encumbrances. It is intended and agreed that the deed for the Unit to be given by Sponsor to Purchaser at closing shall be deemed to be subject to the Permitted Encumbrances to the same effect as if set forth therein at length.

agreed that the deed for the Unit to be given by Sponsor to Pruchaser at closing shall be deemed to be subject to the Permitted Encumbrances to the same effect as if set forth iterating at length.

(b) Any fens, encumbrances, or conditions not included in the Permitted Encumbrances shall not be an objection to title it. (i) the instrument required to remove it has of record has been delivered to the Title Insurance Company for recording in the proper office, together with the requisite recording or filling fees and a copy of seld instrument is delivered to the representative of Purchaser's title insurance company (e., if none, to purchaser's attorney), or (ii) the Title Insurance Company is willing to insure Purchaser (at its requier rate and without additional premium) against collection or enforcement out of the Unit. Sponsor shall be entitled to adjourn the closing to remove or correct any non-Permitted Encumbrance however, if the non-Permitted Encumbrance existed (and was known or should have been known by Purchaser or his attorney but was not known or could not responsibly have been known by Purchaser or his attorney but was not known or could not responsibly have been known by Porchaser or the storney. Rosen Uningston & Chelst LP, at least ten (10) days into the consideration of the closing, writing notice of the non-Permitted Encumbrance and he adjournment of the closing or purposes of paragraph 12 "Closing Adjustments", Purchaser shall be deemed at fault for not timely sending notice of the non-Permitted Encumbrance and he adjournment of the closing to allow Sponsor to correct or remove the non-Permitted Encumbrance shall be considered at the request of Purchaser and not Sponsor.

Delivery of a title report and the supplements to Seller's atterney shall be deemed.

and not Spoissu.

<u>Dolivery of a title report and its supplements to Seller's attorney shall be deemed</u>
written notice of the non-Permitted Encumbrances for the purpose of this section.

10. Title Company Approval
Subject to the terms of paregraph 11 below, Sponsor shell give, and Purchaser shell
accept, such title as the Title Insurance Company will approve and insure at its regular rate and
without additional premium, provided that the only liens, encumbrances and conditions affecting
title shall be the Permitted Encumbrances. Sponsor is not obligated to cause Purchaser's title
company to onth any exception to title if the Title Insurance Company will insure against
collection out of the Unit.

11. Sponsor's Inability to Convey Title
(a) In the event that Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement, to remove or cure a non-Permitted Encumbrance and eiters not to do so, then Sponsor will amend the Plan to disclose the title defect and offer Purchaser the right for fifteen (15) days only after Sponsor notifies Purchaser of Sponsor series to result a provided to the state of the series of the series to remove the title defect and take title subject thereto (without abatement in or credit against the Purchase Price or claim or right of action against Sponsor for damages or chemisely or (ii) rescind and recover the Down Payment with any earned interest. It Purchaser fails to elect to rescind within such lifteen (15) day period,

increase in common charges after the date hereof of which Sponsor has not heretofore

received written notice;

(d) The real estate taxes as of the date of this Agreement are set forth on page 1 of this

(e) All refrigerators, freezers, ranges, distriwashers, washing machines, clothes dryers and conditioning equipment included in this sale will be in working order at the time of the

Cosmy, and

(f) Sponsor is not a "foreign person" as defined in IRC § 1445, as amended, and the regulations issued thereunder, and Sponsor shall execute and deliver to Purchaser at Closing a Certification of Non-Foreign Status.

8. Closing Documents

8. Closing Documente

(a) At closing, Sponsor shall deliver to Purchaeer.

(b) a bargain and Sale Deed with cevenant against grantor's acts transferring to Purchaser full ownership (fine simple title) to the Unit and its Common Interest, subject only to the Permitted Encombrances (see Exhibit Abelow).

The grantor's covenant is for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogoes (including, without limitation, Purchaser's title insurance company). Purchaser must first took to Purchaser's title insurance company. Purchaser must first took to Purchaser's title insurance company before seeking recourse against Sponsor for recovery on any claim based on an alleged breach of such covenant. This provision shall survive the closing.

The dead shall be substantially in the form reproduced as Document Number 3 in Part II of the Plan and shall be executed dead acknowledged by grantor in form for recording. Such executed deed shall be promptly delivered to the representative of the title insurance company insuring Purchaser's title (or, if no such representative is present, then to Purchaser's altorney) for recording. After being recorded, the deed shall be returned to Purchaser's altorney.

Procriater's altorney.

(ii) A statement by the Condominium or its managing agent that the common charges and any assessments then due and payable the Condominium have been paid to the date of the Closing:

- date of the Closing:

  (ii) All keys to the doors of, and mailbox for, the Unit:

  (iv) New York City Real Property Transfer Tax return ("RPT") and New York State
  Real Estate Transfer Tax return (documentary stamps), prepared, executed and acknowledged
  by Sponsor in proper from for exbinission;

  (v) Affidavik (hat a single station smoke detecting atarm device is installed pursuant

  (vi) New York Secutive Law § 376(5);

  (vi) New York State Equalization Return executed and acknowledged, in proper form

- for submission.

  (b) At Closing, Purchaser shall execute and deliver to Sponsor or as directed by Sponsor:

  (b) New York City Roal Property Transfer Tax return ("RPT") and New York State
  Roal Eatate Transfer Tax return (documentary stamps);

  (ii) Affidavit Ihat a single station smoke detecting alarm device is installed pursuant to New York Executive Law § 378(5);

  (iii) Diff Owner's Power of Attorney, as described in paragraph 14 below:

  (iv) New York State Equalization Return executed and acknowledged, in proper form

- refulcinteeon;
  (v) Personal Guaranty of Common Charges and other sums due to the Condomithem if Purchaser is not a natural person;
  (vi) Window Guard Notice; and

then Purchaser will be presumed conclusively to have elected the first option to waive and close tittle subject to the tittle defect. Purchaser's sole right and remedy in such case shall be to either waive the tittle defect and close or to rescind.

(b) if Purchaser timely elects to rescind. Sponsor shall instruct the Depository, within ten (10) days after receipt of Purchaser's rescission notice, to return to Purchaser all monies deposited hersunder with any Interest thereon within thirty (30) days from receipt of said rescission notice. Upon making such retund, this Agreement shall be not and void and neither party shall have any further rights, obligations or tabilities with respect to the other hereunder under the Plann.

(c) If Sponsor neither Purchaser that it will remove or cure a non-Permitted Encumbrance, then Purchaser cannot cancel this Purchaser Agreement for so long as Sponsor is using reasonable efforts to diligently remove or cure such non-Permitted Encumbrance.

12. Closing Adjustments

(a) Al closing, Sponsor and Purchaser shall apportion, as of 11:59 p.m. of the day preceding the closing:

(i) Real estate laxes, B.I.D. tax, and assessments, if any (as discussed below) (for purposes of this paragraph 12, the term real estate taxes shall be deemed to include assessments, if any. Real estate taxes and B.I.D. bax will be apportioned at closing between Sponsor and the Purchaser based on the period such taxes have been prepaid by Sponsor);

(ii) Common Charges for the month in which title closes (based on the number of days in

(ii) Common charges for the molar in which use closes (based on the lamber of days in the month in which title closing occurs).

(b) The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided hernin.

(c) Any errors or ormissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly siter discovery. This provision shall survive the design.

(c) Any errors or omissions in compuling appartnormans at cuesage tree we have payment made to the proper party promptly after discovery. This provision shall survive the desting,

(d) Installments for tax assessments due after the delivery of the deed, if ony, shall be paid by the Purchaser end shall not be considered a defect in life.

(e) If, through no foult of Sponsor, Purchaser fails for any reason to close on the Closting Date, or is deemed at fault for not limely sending a notice of a title defect as provided above, then all closting adjustments will be calculated as of 11:59 P.M. of the day Immediately preceding the originally scheduled Closing Date and Purchaser will, at closing:

(i) retinuouse Sponsor the daily sum equal to .044% (which is equivalent to an annual rate approximately 1634) times the Unit's Purchase Proto reach day's delay commencing with the date originally scheduled for closing through the day prior to the actual Closing Date; and

(ii) pay Rosen Livingston & Choist LLP the sum of \$250 for each default letter sent to Purchaser for each recebeduling the closing date to reimburse such lift of the costs incurred in connection with eventing such default letter or reach-beduing the closing date control of the costs incurred in connection with eventing such default letter or reach-beduing the closing of the costs incurred in connection with eventing such default letter or reach-beduing the closing date or received in the closing to remove or correct any non-Permitted Senoumbrance. However, if the non-Permitted Encumbrance existed at least ten (10) days prior to desing and Purchaser or Purchasers at attorney false to send to Sponsor's storney. Rosen Uniquiston & Chotst LLP, notice of such non-Permitted Encumbrance, then for purposes of the closing adjustments under his perceptage payment. Purchaser for not limely sexting notice of the non-Permitted Encumbrance and the adjournment of the dosing to allow Sponsor to correct or

remove the non-Permitted Encumbrance shall be considered at the request of Purchaser and not Sponsor.

13. Purchaser's Closing Costs
At dosing, Purchaser will pay certain costs in connection with the purchase of his Unit in addition to the legal fees of Purchaser's counsel (if any) and the amount of any net credit in favor of Sponsor that may result from the closing approinments described in the preceding paragraph. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date of the Plan and are subject to change

without prior notice:

(a) if Purchaser elects to obtain fee title insurance, Purchaser will pey a pramium to the title company for such insurance, which premium may very depending upon the title insurance company and the amount of insurance requested. A lower combined rate may be available if fee and mortgage insurance are ordered ethnibilineously.

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Attomay:

(c) If Purchaser obtains a mortgage loan, Purchaser will pay:

(i) a fee and sendre charge for recording the mortgage;

(ii) a mortgage recording tax in the following amount.

(a) for Residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgage receives a \$25 deduction, or 2.175% for a mortgage cevering a Residential Unit equal to \$500,000 or more, less \$25 and (b) for non-residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgage loss than \$500,000 for more, less \$25 and (b) for non-residential Units, 2.05% of the face amount of a mortgage less than \$500,000 or on more;

(ii) if mortgage tille insurance is required by Purchaser's lender, an additional premium for mortgage loan.

(iv) if required by Purchaser's lender, deposits for Common Charges, real estate laxes and sessements in an initial amount and in such mortify sums after closing as required by the lender (the amount of which morthy deposits may be changed periodically by the lender). The amount of be initially deposited at closing and the amount of the morthy sums therefor fromths remaining between the closing of title and the date upon which the taxes and other charges or impositions next due are to be paid and the lender's estimate of the amount of the laxes and other charges or impositions next due are to be paid and the lender's estimate of the amount of the laxes and other charges or impositions next due are to be paid and the lender's estimate of the amount of the laxes and other charges or impositions next due are to be paid and the lender's counsely, in amounts to be determined by the lender. Sopresor makes no representation or warranty as to the nature of amounts of the closing costs and expenses required to be paid to, or on behalf of, such lender which costs and expenses may include the leas of such lender's counsely, in amounts to be determined by the lender. Sopresor makes

hibratio, (i) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent and Co-Broker listed on Page 1 of this Agreement or (8) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise in writing:

(wi)Purchaser Sponsor will pay to Rosen Uningston & Chols LLP, Sponsor's counsel, a fee of \$2,00.00 for services rendered in connection with proparing the Unit Dead, Unit Owner's Power of Attorney, additional closing documents and for coordinating and attending the closing;

(viii) if Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Cholst LLP, then the closing will be held at the office of Purchaser's lender or such lender's counsel on condition that the closing is held in the City of New York and

Purchaser pays Rosen Livingston & Cholst LLP, in addition to said closing fee set forth above, a travel fee of \$500.00 if the closing is held in Manhattan or \$700.00 if the closing is held in another borough. If the closing attended by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP an additional travel and eftendance fee in the same amount as stated above for each attendance:

attendance;
(viii) if Purchaser is other than a natural person, u principal of the Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominium and Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for preparation of such Guaranty.
(xi) if Sponsor arranges a partial assignment of mortgage from its construction tender to that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Cholst LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment

to be affixed to the deed, the New York City Real Property Transfer Tax and (if applicable) the one (1%) percent "manilon tax";

(e) Purchaser will pay to 135 Med 52<sup>rd</sup> Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund All of the aforementioned costs, fees and charges are cumulative. The payment described above shall be payable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

# 14. Power of Alterney to Condominium Board, Sponsor, Retail Unit Owner and

Commercial Unit Owners

Al closing, Purchaser shall execute, acknowledge and delever to the representative of the title incurrance company insuring Purchaser's little to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board setaive to purchasing or leasting of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owners relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

no. Events of Default

(a) The following shall constitute "Events of Default" hereunder:

(f) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 6 herein or to limely pay the applicable Rosen Livingston & Choist LLP closing fee or any spollicable travel and attendance fee or any other closing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Choist LLP pursuant to paragraphs 12 and 13 above; or

and 13 above; or 
(ii) the dishonor or failure of collection of Purchasser's Down Payment check; or 
(iii) Purchasser's failure to pay, perform, or observe any of his other obligations bereunder. 
(b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cancel this Purchase Agreement by giving Purchaser written notice of cancellation. If Sportsor elects to cancel, Purchaser shall have thirty (30) days from the giving of notice of cancellation to cure the specified default. THME IS OF THE ESSENCE TO CURE

SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cured within

SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cured within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall have the right to retain, as and for liquidated damages, the Downpayment. Any sums in excess thereof, together with any interest thereon shall be returned to Purchaser after cancellation. Notwithstanding the foregoing, il Purchaser's beet in payment of the Down Payment is dishonored or fells of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (i) not allow Purchaser any grace period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have waived its right to sue Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be liable to Down Payment and in Purchaser falls to so do within such thirty (30) day period, to sue Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be liable to reimburse Sponsor for all tiligetion costs and other costs of collection.

Upon concellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing. Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafler, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Casualty

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's

(uniture or belongings therein until the deed is delivered to Purchaser at cosing,

(b) All other risk of loss prior to closing has been assumed by Sponsor, but without any

obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. If

Sponsor or the Unit Owners elect to repair or replace the loss or damage, this Agreement has the Continue in that force and effect, Purchaser shall not have the dight to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of lime to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired as near as it creasonably possible to its condition immediately prior to the casualty; (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored, and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been contracted (even if some is the street of the street of the street of the street of the street have been corrected (even if Any proceeds received from insurance, or in satisfaction of any claim or action is connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or of other Unit Cowners). If such proceeds are paid to Purchaser, Purchaser sceled from insurance, or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor over request. The provisions of the two proceeding sentences shall survive the closing.

(c) In the event that Sponsor notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not resolve to make such repairs or restoration in acc

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17. Inspection of Unit
At least ten (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall astend such inspection and shall complete, date and sign the inspection Report (in the form set forth as Exhibit B to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the inspection. Failure of Purchaser either to enrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed inspection. Report shall not excuse Purchaser from paying the Balance when due (without provision for escrow) and shall constitute Purchaser's full acceptances of the Unit, However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Restalt Unit may be used for any lawful purpose and (ii) the Condomitum Board, and the Residental Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the design of the

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, furnishings and fatures contained in model units, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms or closest herein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate laxes or martigage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented terein or in the Pian (Purchaser having relied on Purchaser's own examination and investigation thereof). No person has been authorized to make any representations on behalf of Sponsor. No ofel representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of. Sponsor, whether or cut any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the floor plans, is accurate or correct, provided the layouts and dimensions conform substantially to such (toor plans and to) the Purchaser shall not be relieved of any of Purchaser's obligations becaused by reason of any minor inaccuracy or error. The provisions of this paragraph shall survive the closing of title.

# 19. Negotiable Tarms

19. Negotiable Tarms Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more favorable purchase term given to enother purchaser and will not have the right to rescind this Purchase Agreement or recover his Down Peyment or any other amount for not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase

price; the amount of the Down Payment; the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment for failure to obtain financing or to close by a specific date; the closing date and minimum notice required to schedule the closing; upgraded appliances, fixtures or equipment or other alterations, improvements or additions to be performed by and at the expense of Sponsor, excusing a purchaser from closing coats and/or penalties for closing late; longer time periods to pay or perform obligations under the Purchase Agreement; simination of "lime of the essence" provisions; price or common charge rebates; assumption of payment of, or guarantee of, common charges for a given period; Sponsor inlanding (provided an amendment to the Pilan confaining the terms thereof is duly filed); allowances or credits against the purchase price for decorations; to install appliances or fixtures and granting to Purchaser the benefit of any one or more favorable terms offered or given to another purchaser.

20. Notices
All notices, elections, consents, demands and communications (collectively called 'notices' or individually called 'notices') shall be delivered personally or given in writing by registered or certifield mail, return receipt requested, postage prepaid, and, if sent to Purchaser, addressed to Purchaser at Purchaser's address given above, with a copy to Purchaser's attorney, and, if sent to the Sponsor at c'o Rosen Livingston & Chotsi LLP, 275 Madison Avanue, New York, New York 10015, Attention: Andrew B. Freedland, Esq. Either party may by notion to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depository maintained by the U.S. Postal Service in the City and State of New York, except that a notice of a new address shall be deemed given when actually received.

Sponsor has authorized the Selling Agent and Rosan Livingston & Cholst LLP, its partners, associates and legal assistants to sign and deliver on behalf of Sponsor any and all notices (including, without limitation, notices fixing and adjourning the closing date, notice of default, etc.) required or permitted to be given hereunder.

21. Broker
Purchaser represents to Sponsor that Purchaser has not deaft with any broker in connection with this transaction apart from the Seiling Agent and the Co-Broker whose name appears on page 1. Purchaser shall pay the commission of any broker with whom Purchaser may have deat (other than the Seiling Agent and the Co-Broker) and Purchaser agrees that should any claim be made against Sponsor for commissions by any other broker on account of any acts or dealings of Purchaser or of Purchaser's representatives, Purchaser will indemnify and host Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitalion) reasonable legal fees and disbursements. The provisions of this paragraph shall survive the closing.

22. No Llen; Agreement Subordinate to Mortgage
(a) No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited herounder. This Agreement shall not be recorded and any purported recordation hereof by Purchaser shall be void und constitute an Event of Default.
(b) In furtherance, and not in limitation, of the provisions of the preceding subparagraph (a), Purchaser agrees that the provisions of this Agreement are, and shall continue to be, subject and subordinate to the lien of any mortgages herelefore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to

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Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

# 29. Strict Compliance

29. Strict Compliance Any faiture by Sponsor to insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waivor of any of the provisions hereof, irrespective of the number of violations or breaches that may occur, and Sponsor, nowththatonicing any such failure, shall have the right threafer to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

30. Governing Law The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

31. Welver of Jury Trial Except as prohibited by taw, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury final cannot be waited, the parties agree not to assert any such claims as a counterclaim in, not move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

A reference in this Agreement to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise

33. Certain References
The term 'herein', 'hereof' or 'hereunder' or similar terms used in this Agreement refer to
this entire Agreement and to the particular provision in which the term is used. Unless
otherwise stated, all references herein to paragraphs, subparagraphs or other provisions are
references to paragraphs, subparagraphs or other provisions of this Agreement.

34. Capitions The capitions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. Successors and Assigns The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's this, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

35, No Oral Changes
This Agreement cannot be changed or any provision waived orally. ANY CHANGES DR
ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED
HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

38. Acceptance of Purchase Agreement
(a) This Agreement shall not be binding upon Sponsor until a duplicate hereof, axecuted by Sponsor or its duly authorized agent, is delivered to Purchaser. The submission of a Plan or Purchase Agreement to a prospective purchaser shall not be constitued as Sponsor's approval of such agle. If such executed duplicate of this Agreement is not sent or delivered to Purchaser

the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent, without the execution of any further legal documents by Purchaser. In the event of the existence of such mortgage(s), Sponsor shall, at its option, either salisty such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchases Pince of performing all of Purchasers other obligations hereunder or be the basis of any dalim against, or liability of, Sponsor, provided that the Unit is released from the lien of such mortgage at closing.

23. Entire Agreement
This Purchase Agreement, together with the Plan, as the Plan and Purchase Agreement
may be amended from time to time, constitutes the entire agreement between the partles as to
the subject matter hereof and supersedes all prior understandings and agreements.

24. Agreement May Not Be Assigned Without Consent. Purchaser does not have the right to assign this Agreement without the express prior written consent of Sponsor to such assignment. Sponsor is not obligated to give such consent and if Sponsor retures to consent Purchases will not be excused from Purchaser's obligations under

into gitection...
If Sponsor, in its sole discretion, elects to permit Purchaser to assign this Agreement, Purchaser shall pay to Rosen Livingston & Cholet LLP, similarhaneously with Purchaser's execution and delivery of such assignment, ale of \$350 for preparing such assignment.

25. Joint Purchasers
The term "Purchasers shall be reed as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

26. Acts of God Sponsor shall be excused from performing any obligations or undertaking provided for in this Agreement for so long as such performance is prevented, delayed, or hindered by an act of God, fire, flood, explosion, war, riof, sabctage, inability to procure or, general shortage of, energy, labor, equipment, fecilities, metariale, or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor's time to perform such obligations or undertaking shall be toiled for the length of the period during which such performance was excused.

27. Further Assurances

Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contempled herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. Severability
If any provision of this Agreement or the Plan is invalid or unenforceable as against any
preson or under certain circumstances, the remainder of this Agreement or the Plan and the
applicability of such provision to other persons or circumstances shall not be affected thereby.

within thirty (30) days after same is received by the Selling Agent along with a check for the Down Payment, it shall be deemed rejected and cancelled and all montes paid by Purchaser shall be promptly refunded without Interest. Upon such refund being made, neither party shall have any thriften rights or obligations hereunder with respect to the other. Sponsor shall have the right to reject this Agreement without cause or explanation to Purchaser, provided such rejection is not due to Purchaser's sex, race, cread, cotor, national origin, ancestry, disability, marital status or other ground proscribed by law.

# 37. Eacrow Provisions

- 37. Eacrow Provisione
  A. The law firm of Rosen Livingston & Choist LLP, with an address at 275 Madison
  Avenue, Suide 500. New York, NY 10018, telephone number 212 687-770, shall serve as
  escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the
  following allorineys to serve as signationes: Norton H. Rosen, Peter I. Uningston, Bruce A.
  Cholst, Andrew B. Freedland. All designated signatories are admitted to practice law in the
  State of New York. Neither the Escrow Agent nor any authorized signatories on the account
  are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any
  beneficial interest in any of the foregoing.
- B. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and his Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.
- C. The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The ascrow account is entitled ("Purchaser"s Name) Rosen Livingston & Cholst LLP as Escrow Agent" ("Escrow Account"). The Escrow Account is not an IOL account. The Escrow Account is federally insured by the FDIC at the moximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.
- D. All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholal LLP, as Escrow Agent.
- The interest rate for all Deposits made into the Escrow Account shall be the E. The interest fate to rail begoes trainer into the scarce Account of the prevailing railo for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrew Account. All interest amend thereon shall be paid to or credited to the Purchaser at closing. No letes of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the mainlenance of the Escrow Account.
- F. Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Escrow Agreement and place the Deposit Into the Escrow Account. Within ten (10) business days of the placing the deposit In the Escrow Account, Escrow Agent shall provide withen notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the Initial Interest rate to be earned on the Deposit. Any Deposits made for upgrades, extres, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.
- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within

fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Excrow Agent. Completite concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23° Floor, New York, NY, 10271. Reactission shall not be afforded where prod satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations ming Deposits and requisite notice was timely mailed to the Purchaser.

- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- a detailing Purchaser until after consummation of the Plan, as evidenced by the ecoptance of a post-cooling amendment by the New York State Department of Law. Consummation of the Plan, as evidenced by the ecoptance of a post-cooling amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
  - The Escrow Agent shall release the Deposit it so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of litle to the Unit; or
  - (b) in a subsequent writing signed by both Sponsor and Purchaser; or
  - (c) by a (inal, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to rolesse the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit), then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice objection to the release of the Deposit, and the Escrow Agent has not average that the property of the thirty (30) day period, the Deposit and the Escrow Agent receives a written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the cierk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who limply reschids in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing

- 40. Notwithstanding anything in this Agreement or the Plan to the contrary, Sponsor shall pay Sponsor's legal too in the amount of \$2,000.00.
- 41. Sponsor shall leave the floors of the Unit sanded, unlinished, and sealed with a clear coal
  - 32. Additional 10% Downpayment

Purchaser exces to pay the Second Downpayment on or before January 29, 2016. If the additional 10% downpayment is not received on or before said date, it shall be deemed a material default of this Agreement and Sponsor has the faith to exercise and all remedies available to it pursuant to this Agreement, including but not limited to cancelling this Agreement and retaining the downpayment of \$903,750.00 as it guidated damages. Notwithstanding snything to the contrary herein, Purchaser shall be given a period of five (5) days from any notice to cure its default.

(Signature page follows)

The Department of Law may perform random reviews and audits of any records ng the Escrow Account to determine compliance with all applicable statutes and

- K. Any provision of the Purchase Agreement/Escrow Agreement or separate agreement, whether crail or in writing, by which a Purchaser purports to waive or indemnity any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §3 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

  L. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.
- M. A Educiary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its Educiary and statutory obligations pursuant to GBL §§ 362-e(2-b) and 352(h).

- b) and 352(h).
  N. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Pruchase Agreement and which is believed by Escrow Agent to be genuize and to have been signed or presented by the proper party or parties and shell have no responsibility with respect to the form, execution, or validity intereod.
  O. Sponsor agrees that it shall not interface with Escrow Agent's performance of its fluidary duties and statistory obligations as set forth in 68L §\$ 352-e(2-b) and 352-(h) and the New York State Department of Lew's regulations.
  P. Sponsor signile obtain or cause the setting egent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and his Purchase Agreement. Q. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit part in the intermediate institution under any circumstance.
- circumstance. R. Sponsor agrees to defend, Indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with his Purchase Agreement, or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad felth or in willful disregard of the obligations est forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This Indemnity includes, without limitation, disbursements and attorneys' fees either pall or retain attorneys or representing the hourly bitting rates with respect to legal services rendered by Escrow Agent to itself.

## 38. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or .pdf and such shall be deemed originals.

Notwithstanding the foregoing, Sponsor will pay half of the NYC Real Property Transfer Tax and the NYS Real Property Transfer Tax; such payment shall not exceed \$36,728,00;

or position AS SIMPLEMENT, the parties have a solution	acculus this Agreement as of the date Nr.2
Charles St. STPER, Control  Control Structure  Control Structure  By Daniel Melinoec Property	Punghabasa Punghabasa Lawandasa Lawandasa
Date Acceptor	
("Propage internal on them are providing Lype nation winder \$100.)	Installa D. La Maria
Expensive segmentedges Gugupt of Offering Plan and Americans at	Puralin ler 3-171-0
Thereto y at Purchase Page acting to and Charle for Clean Page and Charles for Charles for the C	copurchic y) 60 1 ~
c <sup>N</sup>	Co-Purchantr

-1 -13

IN VISE-TILL WHETEROTH, The persons invocated then Agreement as of the case likes above written.

PRIMATED 120° STREET CONNECT LIVE.

Live Live 120° STREET LIVE.

Live 120° STREET CONNECT L

# EXHIBIT A TO PURCHASE AGREEMENT Permitted Encumbrances

- Building restrictions and zoning lews and other regulations, resolutions and ordinances
  and any amendments thereto now or hereafter adopted by any governmental or quasigovernmental authority having jurisdiction, provided they do not prevent the use of the subject
  Unit for dwelling purposes.
- 2. State of facts shown on a survey made by Earl B. Lovell-S.P. Belcher, Inc. dated March 12, 2013 and any state of facts which a more recent survey or personal inspection of the land and bullding would show, provided such additional state of facts would not prevent the use of the subject Residential Unit for dwelling purposes or, if applicable, the subject Commercial or Retail Unit for the purposes permitted by Lew and further provided that such state of facts do not render title unmarketable.
- 3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set torth in the Declaration, the By-Laws (and the Rules and Regulations thereto), the Power of Alterney from Purchaser to the Condominium Board, Sponsor, the Commercial Unit Owners and the Retail Unit Owner and the Floor Plans, all as same may be amended from time to time.
- Consents by Sponsor, or any former owner of the Land for the srection of any structure
  or structures on, under or above any land, street or streets on which the Land may abut.
- 5. Any easement or right of use in favor of any utility company for construction, use, maintenence, repair and replacement of all utility lines, wires, terminal boxes, mainte, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the land and facilities.
- Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax (which is to be paid by the Condominium Board, the Retail Unit Owner or the Commercial Unit Owners (as the case may be)).
- 7. Encreachments of stoops, areas, cellar stops or doors, trim, copings, retaining walls, bay windows, terraces, belconies, sidewalk elevators, fences, fire escapes, corrides, foundations, footings, chutes, fuel oil lines, trainage and stand pipes, and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the property and the rights of governmented authorities to require like removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

Principal SER.

war and the same of the same o

- Leases and service, maintenance, employment, management, concessionaire and license agreements, if any, of other Units or portions of the Common Elements, provided same are disclosed in the Plan or in an emendment thereto.
- The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.
- 10 The lien of any unpaid assessment payable in installments (whether imposed by a laxing authority or the Condominium Board), except that Sponsor shall pay all stich assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and offer such date (however, the then current installment shall be adjusted at closing).
- 11. Any encumbrance as to which either the Title Insurance Company or the title insurance company which insures Purchaser's title to the Unit would be willing to insure at its regular rates, without additional premium, in a fee policy issued by it to Purchaser to insure that such encumbrance, (a) will not be collected out of or enforced against the Unit if it is a lien and (b) will not prevent the use of the subject Residential Unit for dwelling purposes. (Any exception which the Title Insurance Company has omitted or insured at its regular rates and without additional premium, which will not be collected out of or enforced against a Unit, in a fee title Insurance policy for other Units, is not an objection to Itile.)
- The Certificate of Occupancy to be Issued covering the Building, provided it authorizes
  occupancy of the subject Residential Unit for residential purposes.
- Any violations against the Property (other than the subject Unit) which are the obligation
  of the Condominium Board or another Unit Owner to correct.
- 14. Standard printed exceptions contained in the form of fee title insurance policy then issued by the little insurance company insuring Purchaser's title to the subject Unit.
- 15. Any easement or right of use required for Sponsor to obtain a temporary, final or amended Certificate of Occupancy for the Building, provided such easement or right of use with not prevent the use of the subject Residential Unit for dwelling purposes.
- Distinctive Street Improvement Maintenance Agreement in Real 1109 Page 862.
- 17. Zoning Lot Certification in Real 789 Page 115.

# EXHIBIT B INSPECTION REPORT

Date: 135 West 52<sup>rd</sup> Street Owner LLC 512 Seventh Avenue New York, New York 10018

Gentleman.

This is to confirm that based on the undersigned's personal inspection of the above referenced.

Unit. I (we) have found the Unit, its floors, walls, doors, fixtures, appliances, equipment, hardware and all other flems tisted below, to be in good and satisfactory condition, free of chips, mans, scretches, treats or other defects, except for those matters (if any) expressly noted below under "exceptions" requiring repair, adjustment or correction:

	number of the second section of the section o	
ltem	Exceptions (if any)	Purchaser's Initials
Unil (a)	Interior: Walls:	
(h)	Floors:	
(c)	Ceilings:	
(d)	Windows:(glass, sash, pane, sill, etc.)	
(e)	Doors:	
<b>(I)</b>	Electrical fixtures;	
(9)	Painted surfaces:	
(h)	Kilchen cabine(s;	
(1)	Appliances:	
0)	Kilchen sink:	
(k)	Medicine cabinets:	
(1)	(doors & mirror) Vanities:	

RIDER TO AGREEME	NT.
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11c. 1.35 West 52<sup>rd</sup> Street Doner LLC to Lift Street, Ying Dis & Unio Short Cult 19C

Call 19C 135 West 52<sup>th</sup> Street Condominish 135 West 52<sup>th</sup> Street, New York, NY 10019

The Rober (the 'Ribler') amends and musifies the Purchase Agreement (the 'Appreniem') by much herivour 13% West 32% Street Downer LLC ("Spansar") and Let Street. Ving It in & Have Shen ("Purchaser") with respect to the above referenced Usin in the conformation from an extra of any of the terms and considerate of this Rober has been any of the terms and considerate of this Rober has been and considerate of this Rober has been and considerate of this Rober hall provide. All of the paragraphs and providing a consider in this Rober are inspersed into the Agreement and mode in part being the state and considerate of the Rober shall provide. All of considerate of the Rober shall provide that the paragraphs and providings considered in this Rober are inspersed into the Agreement and mode in part through visib the same force and effect as if therefore originally considerate.

23

A. Merolitzanding mything to the ountary contained hardin, in the event of any inconsistency between the previsions of the Plan, the Agreement and this Risker, the privilege of this Utiler shall general sade beinging which incurrisated artise them changes to the Agreement negotiated between Sponsor and Purchaser.

D. Sporozo represents that all of the appliances heliuded in this sale and all it if the phonthing, hearing and electrical systems purvising the Unit shall be in working order on the Charling Date.

The Unit of the delivered in twoman along and vaccan condition and five of all non, naturalist and accupants.

JUND OF TEXT - STORATURE PAGE FOLLOWS

IRIDER HIGHATURM PAGE ONLY)

Page 1 of 2

ilem	Exceptions (if any)	Purchaser's Initials
(m)	Bathroom sinks:	
(n)	Water closet:	
(o)	Balhlubs:	
(0)	Bathroom tile:	
(p)	Hardware;	
	(doorbell, doorknob, faucets, locks, etc.)	
(r)	Intercom:	
Gen	eral Operating Condition:	
(a)	All Doors:	
(b)	All Windows:	
(a)	All Plumbing:	
	All Hardware:	
(e)	Other:	
	(m) (n) (o) (p) (q) (r) Gen (a) (b) (d)	(if any) (m) Bethroom sinks: (n) Water closet! (o) Balhtubs: (p) Bathroom tile: (q) Hardware: (doorbell, doorknob, faucets, locks, etc.) (r) Intercom: General Operating Condition: (a) All Doors: (b) All Windows: (c) All Plumbing: (d) All Hardware:

The undersigned will sign and deliver to you a separate statement signifying my (our) satisfaction with each item excepted shove (if any), immediately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, adjustments or corrections to the Unit or any portion hereof or its fixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those terms (if any) expressly excepted above and your obligation regarding any such excepted items shall cease upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be construed to excuse Sponsor from its obligations to correct defects in construction or design to the extent required in the section entitled "Rights and Obligations of Sponsor contained in the Offering Plan for Condominium Overship of the 135 West 52<sup>rd</sup> Street Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an secretion) and accept title to the Unit on the closing date notwithstanding the presence of any exceptions.

Purchaser's Signature	Agreed 15: 135 West 52 <sup>rd</sup> Street Owner LLC
Purchaser's Signature	Ву:

Sponsur: 115 West 52 Street Owner LLC

By: Meyer Chetrit, Principal

David Bistricer, Principal

11/10/15 \$4,025,000 19C

Page 2 of 2

Sponsor: 135 West 52<sup>rd</sup> Street Owner UL:

By:

David Bistricer, Principal

Page 2 of 2

# PURCHASE AGREEMENT

AGREEMENT made as of between 2 2016 between 135 WEST 52<sup>10</sup> STREET OWNER LLC, maintaining an office at 512 Savenih Avenue, New York, New York 10018 ("Sponsor"), and Maithie Aarts and Amelia Lizade-Aarts residing at Acede Circle 5, Gardon Heights, Ladialews Village, Buhangin, Daviso City, Daviso del Sur, Philippines 08000

Purchaner's Attorney: Griffith de Novelles, Esq.

Address: Griffith de Noyelles Altomay At Law

360 West 22\*\* Street, Suite #3-L

New York, NY 10011

Email: gdenesq@gmail.com Telephone: (212) 884-8666 Fax:

Percentage of Common Interest: 0.6800 % Common Charges: \$1,613.85 per month

Residential Percentage of Common Interest: 0.9840%

Seli(ng Agent: Douglas Elliman (Stacy Spleiman)

Co-Broker: Corporan Group (Rice Vergers Beck)

Real Estate Taxee: \$1,083.46 per month; B.I.D. Tex: \$18.99 per month;

Read Estate Texes: \$1,083.46 per month; B.I.D. Tax: \$16.90 per month; Sponsor agrees to sell end convey, and Purchaser agrees to purchase, Unit No. 218 ("Unit") in the building ("Building") known as 135 WEST 52.00 STREET Condominium ("Condominium") and located at 135 WEST 52.00 STREET, New York, New York 10019, logether with a 0.8800% und/dxed leterate in the Counton Elemenia approximental intents all upon and subject to the terms and conditions set forth harrien. The Unit shall be as designated in the Declaration of Condominium Ownership (as the same may be amended from line to line, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Lews (as the same may be amended from line to time, the "By-Lews") of the Condominium.

1. Purchase Price (a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$3,725,000,00, payable as follows: (i) \$558,750,00 ("Downpayment") on the algning of this Agreement by check subject to collosition, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 5; and (ii) \$3,168,260,00, constituting the balance of the Purchase Price ("Balance"), by cirtilised check of Purchaser or official bank check (accept as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided. (b) All checks in payment of the Purchase Price stell represent United States currency and be drawn on or issued by a bank or trust company authorized to accept deposite in New York State. All checks in payment of the Downpayment shall be payable to the order of Someour for as Sponsor otherwise dended. Sponsor reserves the right to regoine Purchaser to pay the Balance or any portion thereof in Timadalasly available funds" (i.e. by wire transfer to a bank account designated by Sponsor).

(time being of the essence to exercise such right of resolvation within such seven (7) day

(time being of the essence to exercise such right of resolssibn within such seven (7) day portiod).

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without Imitation, the Condominium Documente ast forth in Part II of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Lawy and squeeze to abide and be bound by the terms and conditions thereof, se well as all amendments to the Plan duty filed by Sponeor (including, without limitation, mendments involving any changes, modifications, or updating of the projected creal selate laxes to be peal by Purchaser, or Schedule B Faulder for the First Year of Condominium Operation). Except in the case of a material adverse amendment affecting Purchaser. If I'll or as otherwise provided under the Plan, any auto amendments shall neither excuse Purchaser from performing Purchaser obligations hereunder nor entitle Purchaser for any office or credit against the Purchaser for claim or right of action against Sponeor; and any such amendment may be filed by Sponeor without Purchaser's consent or approval. However, Sponsor shall not have the right to unitstantly cannot have been approximated to the Purchaser for the Purchaser for the part of the purchaser onesent benched to writing.

(d) The Plan k horsby incorporated in this Agreement with the same force and effect as If set forth at length. In the event of any inconsistancy or conflict between the provisions of this set forth at lengths. In the event of any inconsistancy or conflict between the provisions of this set forth at lengths. In the event of any inconsistancy or conflict between the provisions of this set forth at lengths. In the event of any inconsistancy or conflict between the provisions of this set forth at lengths. In the event of any inconsistancy or conflict between the provisions of this set forth at lengths. In the event of any inconsistancy or conflict between the provisions of this set forth at lengths. In the event of any inconsistancy or conflict betwe

4. Personal Property (a) At closing, the Unit will contain only those appliances, countertops, cabinels, flooring, eixia, vanilles (if any), air conditioning units (if any), hardware and other flutures and equipment installed therein as set forth in the Plan.
Sponsor has the right to substitute other appliances, countertops, cabinels, sinks, vanilles, lipping and flutures to place of those reterred to in the Plan provided only that the substitutions

flooring and fixtures is place of those referred to in the Plan provided only that the substitutions are of squal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor coverings, wall coverings, furnishings, decorations and the tike in or about any model Unit are or display purposes only and see not included in this sales except to the extent vet forth in the Plan. Any floor plans or sketches shown to Purchaser (Including those conteined in the Plan see only approximations of the Unit's dimensions and errangement; and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be fable for minor variations from any floor plans or structures.

(a) Sales model apartments may, at Sponsor's option, be seld furnished at a later date but with initially be withheld from sale.

(d) There will be no modifications or extres unless agreed to in writing by the parties. All modifications and attractions must be approved by Sponsor in writing and, if approved, shell be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser').

5. Purchase Monies to be Held in Trust (a) The taw life of Rosen Livingston & Choist LLP, with an address at 276 Medison Avenue, New York, NY 10014, slephone number 212 687 7770, shall serve as sectow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as agrantomes; Morton H Rosen, Peter I. Livingston, Andrew B. Freedland, Bruce A. Choist. All designated signatories are admitted to practice tear in the State of New

(c) All checks shall be unendorsed, made payable to the direct order of "Rosen Livingston & Choist LLP, as Eucrow Agent" or (as to the Balance) to "135 Wast 52<sup>th</sup> Street Owner LLC" or such payees as Sponsor may direct on not less than two (2) business days' prior oral or written modor to Purchaser. At checks shall be drawn on a brank that is a member of the New York Clearing House Aspociation. At checks must be psyable directly to the order of the required payes; they may not be andorsed.

(d) Purchaser's payment of the Balance and posspitance of a deed to the Unit shall constitute Purchaser's recompliant that Sponsor has satisfactority performed those obtigations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth herein, none of the provisions of this Agreement shall survive the closing, and nothing herein shall be in derogation of the fights of "Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of Law.

(e) Purchaser is not required to pay the Balenno or accept (the to the Unit unless all of the prerequilables set forth under Terms of Sale - Prerequialles to Closing of Tille' in Part I of the Plan are mel concurrently with, or prior to, closing.

# Definitions The following terms shall have the meanings escribed to them:

"Building" shell mean the building located at 135 West 52 $^{\rm MD}$  Street, New York, New York

(b) (10) 'Cosing Date', 'closing', 'closing of title' and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (see simple title) to the Unit on the terms see forth in this Agreement.

(c) 'Condominium' shall mean the 136 West 52<sup>MC</sup> Street Condominium.

(d) 'Declaration' shalf mean the Declaration of the 136 West 52<sup>MC</sup> Sireet Condominium establishing condominium ownership of the Property, as same may be amanded from time to

Ilms.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shall mean the Offering Plan for Condominum Ownership of the Property and any amendments therefol filed prior to the date upon which Purchaser aigns this Agreement.

(g) "Property shall mean the Building, the tand upon which it is rected and all other improvements therefor more fully described in the Declaration.

(h) "This incurance Company" shall mean any reputable ittle insurance company licensed to do business in the State of Now York.

All other larms not defined elsewhere herein shell have the meenings secribed to them in the Plan.

Plan
 Purchaser represents that Purchaser has passessed the Plan and any filed endments thereto at least three (3) business days prior to submitting this Purchase

Affirements or the second of t

York. Neither the Excrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any baneficial interest in any of the foregoing.

(b) The Escrow Agent has established the sscrow account at Signature Bank, located at 300 Park Avenus, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "[Purchaser's Name] Rosen Uringston & Cholet LIP Escrow Appetin" ("Escrow Account"). The Escrow Account is federably haved by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made upsyable to or endorsed by the Purchaser to the order of Rosen Livingston & Chelet LIP as Escrow Agent.

Any Deposits made for upgrades, extres, or custom work shall be initially deposited into the Eacony Account, and released in accordance to the terms of a written agreement between Purchaser and Spontor.

The Interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%, Interest shall begin to accrue upon placing the Deposit lint the Escrow Account. All interest earned thereon shall be plat to or credited to the Purchaser at closing. No face of any kind may be deducted from the Escrow Account, and the Sporsor shall been all coals associated with the maintenance of the Escrow Account. The Escrow Agreement appended herefo as Exhibit "A.".

The Down Payment will not earn interest until the Purchasar's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of Interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as some may be reduced by the Depository's service charge, is hereinafter referred to se "Interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations horounder and the transfer to Purchaser of title to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all Interest on morfes deposited hereunder; it is possible that Purchaser may not receive interest on the Down Payment for the artile; mornin method this obtaing a scheduled to occur. The Sponsor and Salling Agent will not be lable to Purchaser for the armount of such interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 352–42(\$\chi\_{\chi}\) and 352-h of the New York General Business Law and with Section 71–6(3) of the New York Llan Law.

6. Closing of Title
(a) The closing of title shall occur on the date and at the time and piece in the City and
State of New York as Sponeor shall designate to Purchaser on not less than thirty (30) days'
prior written notice (unless welved by Purchaser). Sponeor shall make best afforts to
specify a closing date between May 9. 2018 and May 20, 2018, however Sponeor makes
no supernise that closing of title shall occur within said time laterval. Sponeor shall not
the right, from time to time, to adjourn such date and time for closing on written notice to
Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time

for closing and shat give Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time for doeing.

(b) The closing of title shall occur only after or concurrently with compliance with the prenagulation set forth under "Terms of Sale Prerequisities set forth under "Terms of Sale Prerequisities to Closing of Title" in Part I of the

Plan.

(c) Sponsor has targeted the First Closing for June 1, 2015 based on the current construction schedute. The actual date for the First Closing is not assured or warranted and may be earlier or substantially later depending on the prograss of sabs and construction and compliance with the other prerequisities rected in the section of the Plan criticle Terms of Sale\*. However, if through no fault of Purchaser the First Closing does not take place by June 1, 2010, Purchaser shall have the right to reached this Purchaser Agreement and recover his Down Payment with all interest thereon by giving written notice of his or her election to do so to the Sponsor no later than fifteen days after the date that such right arises.

Purchaser acknowledges that Units may be complicited at varying times over a prolonged

Down Payment with all Interest thereon by giving written notice of his or her election to do so to the Sponsor not later than fifteen days after the date that such right laries.

Purchaser acknowledges that Units may be completed at varying times over a protonged period that will extend beyond the First Closing. In such event, the order in which Units will be completed is within the sofe discretion of Sponsor and may not coincide with the discretion which Units are confricted for sale nor the numeric order of the floors. Many unforesseable factors can affect the completion of Units. Accordingly, the sequence in which Units (including the subject Unit) will predicted by the inchede cannot reasonably be predicted. No terpresentation is made nor any assurance given that the closing of the subject Unit will occur contemporaneously with the First Closing.

Purchaser further acknowledges that construction (and, therefore, the closing) may be delayed by late delivery of material and equipment, labor difficulties, unevaleability of building trades, presumbly, incliment weather and other events beyond Sponsor's control.

Purchaser signas that Sponsor is to be afforded fiberal and broad britted in time and in all declations concerning the completion of the Property and the Units pursuant to the Plan. Purchaser will not be excused from paying the full Purchase Price, without credit or rest off, and will have no claim egainst Sponsor for demanges or losses in the overtite the First Closing occurs substantially later than the largusted date or the time to complete and the Drite purchaser floor of the Units is not complete within two years of the date Purchaser signed this Agreement by giving written notice of his or her election to do so to the Sponsor no later than filteen days after the date that such right artiess.

7. Representations, Warranties and Covenants
Sponsor represents, warrants and covenants that:
(a) Sponsor is the sole owner of the Unit and the property referred to in paregraph 1, and
(a) sponsor has the full sight, power and authority to self, convey and transfer the same;
(b) The common charges (excluding separately billed utility charges) for the Unit on the
date hereof are set fortion happed to this Agreement;
(c) Sponsor has not received any written notice of any intended assessment or increase in
common charges not reflected the subparagraph? 7(b). Purchaser acknowledges that it will not
have the right to cancel this Agreement in the event of the imposition of any assessment or
increase in common charges after the date hereof of which Sponsor has not heretofore
received written notice;

elved written notice; (d) The real estate taxes as of the date of this Agreement are set forth on page 1 of this

5

(a) Legal ownership to the Unit shall be transferred to Purchaser at Closing subject only to the items, encombrances and title conditions (hereivalter called the "Parmitted Encombrances") enumerated in Exhibit A to this Agreement. The existence of the Permitted Encombrances shall not be deemed a breach of Sponser's oversant in the deed, even though the deed foes not expressly provide that it is given subject to the Permitted Encombrances. It is Intended and agreed that the deed for the Unit to be given by Sponser to Purchaser at dosing shall be deemed to be subject to the Permitted Encombrances to the same effect as if set forth therein.

deemed to be subject to the Permitted Encumbrances to the same effect as if set forth therein at length.

(b) Any liers, encumbrances, or conditions not included in the Permitted Encumbrances what not be an objection to title ft: (i) the instrument required to remove if its or tream the second to the Title Insurance Company for recording in the proper office, logather with the requisite recording or filing less and a copy of said instrument is delivered to the representative of Purchaser's attorney); or (ii) the Title Insurance Company for recording in the proper desired and additional premium) against collection or enforcement else if the utrue. Demonstrate without additional premium) against collection or enforcement else if the Unit. Sponsor shall be entitled to adjourn the closing to remove or cornect any non-Permitted Encumbrance. However, if the non-Permitted Encumbrance desired lend was known or should have been known by Sponsor) at least ten (10) days prior to closing and Purchaser or Purchaser's attorney failed to send to Sponsor's attorney, Rosen Lingaton & Cholott LLP, at least ten (10) days and advence of the closing, written notice of the non-Permitted Encumbrance, then for purposes of paragraph 12 "Closing Adjustements", Purchaser was the seemed at fault for not timely ending notice of the non-Permitted Encumbrance and the adjournment of the closing to allow Sponsor to correct or more the non-Permitted Encumbrance and the adjournment of the closing to allow Sponsor to correct or more the non-Permitted Encumbrance and the schouler and not Sponsor.

Subject to the terms of peragraph 11 below. Sporsor shall give, and Purchaser shall accept, such title as the Title Insurance Company will approve and Insure at its regular rate and without additional pramium, provided that the only itens, encumbrances and conditions affecting title shall be the Permitted Encumbrances. Sporsor is not obligated to cause Purchaser's like company to omit any exception to title if the Title Insurance Company will insure against collection out of the Unit.

11. Spensor's inability to Convey Title

(a) In the event that Spensor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement, to remove or cure a non-Permitted Encurdence with the provisions of this Agreement, to remove or cure a non-Permitted Encurdence and elects not to do so, then Sponsor will amond the Pien to disclose the title defect and offer Purchaser the right for fifteen (15) days only after Sponsor notifies Purchaser of Sponsor's returnal to remove the title defect and take title subject thereto (without abstement in or credit against the Purchase Price or claim or tight of action thereto (without abstement in or credit against the Purchase Price or claim or tight of action the Purchaser or disenses or disensely or (if) readed and recover the Down Payment with any sensed Interest. If Purchaser falls to elect to rescind within such fifteen (15) day period, the Purchaser will be presumed conclusively to have elected the first opinion to waive and close title subject to the title defect. Purchaser's sole sight and remody in such case shall be to either solve the fills defect and close or to readed.

(b) If Purchaser filmsly electe to rescind, Sponsor shall instruct the Depository, within term of the purchaser and 
(e) All refrigerators, freezers, ranges, dishwashers, washing machines, clothes dryers and air conditioning equipment included in this sale will be in working order at the time of the

(f) Sponsor is not a "foreign person" as defined in IRC § 1445, as amended, and the regulations (seuce thereunder, and Sponsor shall execute and deliver to Purchaser at Closing a Certification of Non-Foreign Status.

Certification of Non-Foreign Status.

8. Closing Documents
(a) At closing, Sponsor shall deliver to Purchaser.
(b) a Bargain and Sala Deed with coverant epainst grantor's acts transferring to Purchaser full conversibility of the Unit and its Common Interest, subject only to the Permitted Encumbrances (see Eribbi A below).

The grantor's coverant is for the personal benefit of Purchaser and will not have to the benefit of Purchaser's title insurance company. Purchaser must first book to Purchaser's title insurance company. Purchaser must lifet book to Purchaser's title insurance company. Purchaser must lifet book to Purchaser's title insurance company before seaking recorders against Sponsor for recovery on eny claim based on an ellegad breach of such coverant. This provision shall survive the closing.

The deed shall be aubstantially in the form reproduced as Document Number 3 in Part ti of the Plan and shall be avecuted and acknowledged by grantor in form for recording. Such secured deed shall be promptly delivered to the representative in the title insurance company insuring Purchaser's title (or, if no such representative la present, then to Purchaser's ettomey) for recording. After being recorded, the deed shall be returned to Purchaser's ettomey.

(a) A statement by the Condominium or its managing spent that the common charges and any sessestments then due and psyable the Condominium have been peld to the date of the Closing;

(iii) All keys to the doors of, and matiox for, the Unit;

(iv) New York City Real Property Transfer Tax return ("RPT") and New York State Real Estate Transfer Tax return (documentary stamps), prepand, executed and schnowledged by Sponsor in proper form for submission;

(v) Affects that a single station smoke detecting starm deviced is installed pursuant to New York Closing.

(v) Affects that a single station smoke delecting starm device is installed pursuant to New York Closing.

for submission.

(b) At Closing, Purchaser shall execute and deliver to Sponsor or as directed by Sponsor:

(i) New York City Real Property Transfer Tax return ("RPT") and New York State
Real Estate Transfer Tax return (documentary stamps);

(ii) Afficiavit but is single station amoke detecting alarm device is installed pursuant to New York Executive Lew § 376(b);

(iii) Unik Qurair Prover of Attorney, as described in paragraph 14 below;

(iv) New York State Equalization Return executed and acknowledged, in proper form

submission;

(v) Personal Guaranty of Common Charges and other sums due to the adominium if Purchaser is not a natural person;

(vi) Window Guard Notice; and (vii) Balance of the Purchase Price and any other amounts due pursuant to this remain, in a form and to payee(s) specified by Sponeor.

## 9. State of Title

party shalf have any further rights, obligations or Sabijilles with respect to the other kercunder or under the Plan.

under use Plan.

(c) il Sponsor nollites Purchaser that il will remove or cure a non-Permittad Encumbrence, liten Purchaser cannol cancel this Purchase Agreement for so long as Sponsor is using researched efforts to diligently remove or cure such non-Permitted Encumbrance.

12. Closing Adjustments
(a) At closing, Sponsor and Purcheser shall apportion, as of 11:59 p.m. of the day preceding the closing:
(i) Real estate laxes, B.I.D. tax, and assessments, if any (as discussed below) (for purposes of this paragraph 12, the term real estate laxes shall be dearmed to include secessments, if any, Real estate laxes and B.I.D. tax will be apportioned at closing between Sponsor and the Purcheser based on the partial such texes have been prepaid by Sponsor);

Sponsor and the Purchaser based on the pariod such taxes have been prepara by Sponsor; and

(i) Common Charges for the month in which title closes (based on the number of days in the month in which title closes) cocurs).

(b) The "Custome in Respect to Title Closings" recommended by The Real Estate Soard of New York, Inc., as amended to date, shall apply to the adjustments and other metters therein mentioned, except as otherwise provided horein.

(c) Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing.

(c) Any errors or omissions in company appearance.

(d) Installments for tax assessments due after the delivery of the dead, if any, shall be paid by the Purchaser and shell not be considered a delect in title.

(e) If, through no fault of Sponsor, Purchaser falls for any reason to close on the Closing Date, or is desured at sulf for not finely sending a notice of a title defect as provided above, then all closing adjustments will be calculated as of 11.58 p.M. of the day immediately preceding the originally scheduled Closing Date and Purchaser will, at dealing:

(f) reinburse Sponsor the daily arm squal to 0.44% (which is equivalent to an annual rate of approximately 15%) times the Unit's Purchase Price for each day's delay commencing with the date originally scheduled for closing through the day prior to the schuld following Date, and (ii) pay Rosen Livingston & Choist LLP the sum of \$250 for each default letter sent to Purchaser for each day's delay commencing with the date originally scheduled for closing date to reliabures such firm for the costs incurred in connection with sending such default latter or rescheduling the closing date.

All sums under clauses (i) end (iii) shove shall be paid by unendursed personal certified check of Punchaser or official cashler's or bank check.

Sponsor shall be entitled to adjourn the closing date to reinforce the consideration of the costs of the non-Permitted Encumbrance scheduled at least lar (Inv) days prior to closing and Punchaser or Punchaser's altomey failed to send to Sponsor's alterney, Rosen Livingston & Choist LLP, notice of such non-Permitted Encumbrance scheduled to send to Sponsor's alterney, Rosen Livingston & Choist LLP, notice of such non-Permitted Encumbrance scheduled to send to Sponsor's alterney, Rosen Livingston of Choist LLP, notice of such non-Permitted Encumbrance when the desenge of the coloning on Counters or correct or remove the non-Permitted Encumbrance of the coloning of the contract or correct or correct or correct or correct or correct o

13. Purchaser's Closing Costs At closke, Purchaser's lipsy certain costs in connection with the purchase of his Unit in addition to the legal ties of Purchaser's counsel (if any) and the amount of any nat credit in lawor of Sponsor that may result from the closing apportionments described in the preceding paragraph. Such closing costs will include the following, the amounts of which (where

applicable) are based on rates in effect on the date of the Pien and are subject to change

applicable) are based on rates in effect on the date of the Plen and are subject to change without prior notice:

(a) If Purchaser elects to obtain fee title insurance. Purchaser will pay a pramium to this title company for such insurance, which premium may vary depending upon the title insurance company and the amount of insurance requested. A lower combined rate may be swelleble if fee and montgage insurance are ordered stimulaneously.

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of

(b) Purchisser will pay a fee for recording the Unit Cweed and the Unit Cweed's Power of Attorney;

(e) If Purchisser oblisine a mortigage loan, Purchisser will pay;

(f) a fee and service charge for recording the mortigage;

(ii) a fee and service charge for recording the mortigage;

(iii) a mortigage moording tax in the following amount: (a) for Residential Units, 2.05% of the face amount of a mortigage less lives. Sec 30.000 for which mortigagor receives a \$25 deduction, or 2.175% for a mortigage covering a Residential Units equal to \$500,000 or 20.00 or more; less \$25 and (b) for non-recidential Units, 2.05% of the face amount of a mortigage less then \$500,000 or 2.05% for a mortigage covering a non-residential Unit require to \$500,000 or more;

(iii) if mortigage tills insurance is required by Purchisser's tender, an additional premium for longuing the mortigage hoan.

(iv) if required by Purchisser's lender, deposits for Common Charges, real satate taxes and assessments in an initial amount and in each mortify some after closing as required by the indeef, the amount of which monthly deposits any to changed periodically by the indeef, The amount to be initially deposited at lossing and the amount of the mortifyl sums thereafter of the amount now be determined and will depend upon the policies of the lander, the mortine of mortitis remaining between the closing of title and the date upon which the taxes and other charges or impositions next due ere to be paid and the lender's estimate of the semount of which costs and expenses and expenses required to be paid to, or on behalf of, such lender (which costs and expenses and when expenses may include the fees of such lender's estimate of the semount of teathermined by the lender's periodical or or presentation or warranty to so the nature or amounts to the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lender with the partities.

(All It is connection with

and it is recommended that Prumbaser consult with a regressheave of his circum wait respective thereto;

(will, in connection with hills purchase, Purchaser has deall with any broker except (A) the Saling Agent and Co-Broker isted on Page 1 of this Agreement or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise in writing;

(vii)Purchaser Bgonsor will pay to Rosen Livingston & Cholat LLP, Sponsor's courset, a fee of \$2,000,00 for services rendered in connection with preparing the Unit Deed, Unit Owmer's Power of Attomay, additional closing documents and for coordinating and strending the closing;

[viii) if Purchaser obtains financing and his lender reluses to close at the office of Rosen Livingston & Cholat LLP, then the closing will be held at the office of Purchaser's tender or such lender's counsel on condition that the closing is held in the City of New York and Purchaser pay Rosen Livingston & Cholat LLP, in addition to said closing fee set forth above, a taxed fee of \$500.00 if the closing stended by a representative of Rosen Livingston & Cholat LLP is addition of Rosen Livingston & Cholat LLP as additional travel and altendance fee in the same amount as stated ebove for each attendence.

attenuence; (viii) If Purchaser is other then a natural parson, a principal of the Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the

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in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have welved its right to sue Purchaser on the dishonored or uncollected check; or (ii) allow Purchaser thisty (30) days in which to make good Purchaser's Down Payment sky Purchaser that to so do whitin such thirty (30) lay period, to see Purchaser and on or uncollected check. In the latter case, Purchaser will also be liable to resincures Sponsor for uncollected check. In the latter case, Purchaser will also be liable to resincures Sponsor for Upon cancellation of this Agreement and disposing of the Down Payment and Interest theroon is accordance with the foregoing, Purchaser and Sponsor will be released and disposinged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sele.

unit may be soit to Andreir as though this Agreement red never been maus, and windout accounting to Purchaser for the proceeds of such sale.

18. Risk of Less; Casuathy

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the dead is delivered to Purchaser at closing.

(b) All other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repell the damage or restore the Unit or its contents. If Sponsor or the Unit Owners elect to repell or replace the loss or damage, this Agreement shall continue in full force and effect, Purchaser shall not be replace the loss or damage, this Agreement shall continue in full grains, or rebusiness or shall be entitled to a reasonable period from the complete or to permit the Condominium Board to complete such repelling the project of the second of the state of

17. Inspection of Unit
At least ten (10) days before the Belsince is to be paid, Sponsor or the Seilling Agent shall
nolly Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser
shall promptly arrange an appointment with the Sponsor or the Seiling Agent to Inspect the Unit
before the lapse of such ten (10) day pendo. Purchaser or his duty authorized agent shall
attend such inspection and shall complete, date and sign the inspection Report (in the form set

Condominium and Purchaser will psy Rosen Livingeton & Choisi LLP a fee of \$500.00 for praparation of such Gustarrity;
(ib) if Sponsor stranges a partial assignment of mortgage from its construction lender so best Purchaser can avoid psyling mortgage tax, Purchaser shall psy Rosen Livingeton & Choisi LLP a fee of \$1,000.00 for the preperation of the splitter, substitute mortgage and assignment of mortgage.

LLP a fae of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and (d) Purchaser Sponsor will pay the New York State Real Estate Transfer Tax (documentary state) to be affixed to the deed and the New York City Real Property Transfer Tax (austing symment shell not expand \$17,951.25); and <u>Purchaser will pay</u> (if applicable) the one (1%) percent manufactures will pay to 135 West 52<sup>rd</sup> Street Condominium an emount equal to two (2) months? Common Charges for the Unit by Purchaser's good personal certified check or official cellular of the discretional costs, fees and charges are curvalistive.

All of the efforementioned costs, fees and charges are curvalistive. The payment described above shall be payable at only not to the Closing by Purchaser's unendorsed, personal certified check or official cellular in the Common Charge to the Cha

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and

Commercial Unit Owners

At doeing, Purchaser shall execute, actnowledge and deliver to the representative of the title insurence company insuring Purchaser's Ille to the Unit (or, if no representative is present, inen to Sponsor's siturney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or leasing of Residential Units and in leavor of Sponsor, the Retail Unit Owner and the Commercial Unit Owners relative to smending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

the Condonfulum Board.

16. Events of Default

(a) The following shall consiliute "Events of Default" heraunder:

(b) Purchaser's failure to pay the Belance on the Clearing Date designated by Sponsor pursuant to peragraph the neuron or to limely pay the applicable Rosen Livingston & Cholet LLP closing fee or any applicable travel and attendence fee or any other closing costs, adjustments or exponses poyable to Sponsor or Rosen Livingston & Cholet LLP pursuant to paragraphs 12 and 13 above; or

(ii) the dishonor or failure of collection of Purchaser's Down Payment check; or

(ii) Purchaser's failure to pay, perform, or observe any of his other obligations herawder.

(b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to carous this Purchaser Agreement by giving Purchaser written notice of cancellation. If Sponsor electe to cancel, Purchaser shall have thirty (30) days from the giving of notice of cancellation, to carous this Purchaser shall have thirty (30) days period, then this Agreement shall be deemed cancelled and Sponsor shall have the right to retain, as and for liquidated damagers, the Downpayment. Any sums in expenditure of the Downpayment Any sums in expenditure of the Downpayment of talls of collection, Sponsor, at its option, may elect, by written motice to Purchaser, to cancel this Purchaser Agreement and (ii) not allow Purchaser any grace period to purchaser, to cancel this Purchase Agreement and (ii) not allow Purchaser any grace period to Purchaser, to cancel this Purchase Agreement and (ii) not allow Purchaser any grace period

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forth se Exhibit B to this Agreement) and deliver seme to the Sponsor or Selling Agent at the conclusion of the inspection. Fellure of Purcheser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed inspection Report shall not accuse Purcheser from paying the Belanco when due (Without provision for accrow) and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall celleve Sponsor of its obligations as set forth in the section of the Plan antitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Declaration and By-Lews, Purchaser acknowledges that (1) the Unsold Residential Units, the Commendal Units and the Restall Unit may be used for any territal purpose and (1) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commendal Units and the Retail Unit or any peri thereot. This personnel survive the

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any architect's plans, assisplans, furnishings and fixtures contained in model units, selling brochures, edvertisements, representations, warranties, stelements or estimates of any nature whitescencer, whether write, representations, warranties, stelements or estimates of any nature whitescencer, whether write or oral, made by Sponsor, Selling Agent or others, including, but not finited to, any relating to the description or physical condition of the Property, the Bukding or the Unit, or the size or the dimensions of the Unit or the rooms or closes therein contained or any other physical characteristics hereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other information relative to he purchase of the Unit, except as may be specifically represented herein or in the Plan (Parchaser having reled on Purchaser's own exemination and investigation thereof). No person has been subhorized to make any representations no behalf of Sponsor. No ord representations or situaments shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offeat or any claim against, or liability of, Sponsor, whether or on any legout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the floor plans, is accurate or correct, provided the layout and dimensions conform substantially to such lictor plans and (b) that Purchaser shall not be relieved of any of Purchaser's ability and the survive the closing of title.

19. Negotiable Terms

Sponsor reserves the right, in its sale and absolute discretion, to negotiate on an individual basts with each purchaser substantially more beneficial purchaser arms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more fevorable purchase term given to smoker purchaser and will not have the right to rescind this Purchase Agreement or recover in 18 Own Payment or any other amount for not being given such benefit. The following is a list of only some of the purchase is may be negotiated; purchase price; the encount of the Down Payment; the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment; the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment; the right of a purchaser to cancel the Purchase appliances. Butters or determined to additional to be performed by and at the expense of Sponsor; excusing a purchaser from closing costs and purchaser from closing costs and purchaser from obligations under the Purchase Agreement; elimination of "time of the essence" provisions; price or common charge rebates;

assumption of payment of, or guerantee of, common charges for a given period; Sponsor financing (provided an amendment to the Plan conteining the terms thereof is duly filted); allowences or credite against the purchase price for decorations; to hatall appliances or fixtures and grenting to Purchaser the benefit of any one or more favorable terms offered or given to another punchaser.

20, Notices
All notices, elections, ponsents, demands and communications (collectively called "notices" of Individually called "notices") shall be delivered personally or given in writing by registered or certified most, return receipt requested, postage prepaid, and, if sent to Purchaser, addressed to Purchaser at Purchaser's address given above, with a copy to Purchaser's stitomey, and, if sent in the Spansor of the Spansor of the Geome Integration & Chole LiP., 276 Medison Aventus, New York, New York 10018, Attention: Andrew B, Freedland, Esq. Either party may by notice to the other, change the address to which notices are to be eart. Unless otherwise provided herein, all notices shall be desmad given when personal delivery is effected or when deposited in any branch, station or depository meintained by the U.S. Postal Service in the Ver XI's, except that a notice of a new address shall be desired given when activaty received.

Sponeor has authorized the Solling Agent and Rosen Livingsion & Chotal LLP, its partners, necotates and legal easteants to sign and deliver on behalf of Sponeor any and ell notices including, without limitation, notices fixing and edjourning the closing date, notice of default, its,) required or permitted to be given hereunder.

21. Broker

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction epart from the Selling Agent and the Co-Broker whose name appears on page 1. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt (other than the Selling Agent and the Co-Broker) and Purchaser agrees that should any cluthe be made against Sponsor for commissions by any other broker on account of any solar or dealings of Purchaser or of Purchaser's representatives, Purchaser with Indemitty and had Sponsor free and harmless from any and all liabilities and expenses in connection therewith, Including (without limitation) reasonable legal fees and disbursements. The provisions of this paragraph shall survive the closing.

23. No Lien; Agreement Subordinate to Mortgage
(a) No lien or ancumbrance shall arise against the Property or the Unit as a result of this
Agreement and or movines deposited ineresunder. This Agreement shall not be recorded and any
purported secondation terred by Purchaser shall be void and constitute an Event of Default.
(b) In furtherance, and not in limitation, of the provisions of the prevision strapargnah (a),
Purchaser agrees that the provisions of this Agreement are, and shall continue to be, subject
and subordinate to the lien of any mortgages herefore or hereafter made and any payments
or expanses sharedy made or incurred or which hereafter may be made or incurred or the may be made or incurred or which hereafter may be made or incurred

notwithstanding any such failure, shalf heye the right thereafier to insist upon strict parformance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

30. Governing Law The provisions of this Agreement shell be governed by, and construed and enforced in ordence with the laws of the State of New York.

31. Watver of Jury Trial Except is prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation stillar out of, connected with, or relating to this Agroement or the relationship created hereby or in the Plan. With respect to any matter for which a jury Irial connect be waived, the parties agree not to assard any such claim as a countertailm it, nor move to consolidate such claim with, any action or proceeding in which a jury trial is welved.

32. Gender A reference in livia Agreement to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice verse, unless the context otherwise

33. Certain References
The term 'herdin', 'harson' or 'heraunden' or similar terms used in this Agreement refer to
a entire Agreement and to the particular provision in which the term is used. Unless
termine stated, all references therein to paragraphs, subparagraphs or other provisions are
ences to prangraphs, subparagraphs or other provisions of this Agreement.

34. Captions
The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the Intent of any provision hereof.
Successors and Assigns
The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser shall be a successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

36. No Oral Changes
The Agreement cannot be changed or any provision welved orally. ANY CHANGES OR
ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED
HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

35. Acceptance of Purchasa Agreement (e) This Agreement shall not be binding upon Sponsor until a duplicate hereof, executed by Sponsor or its duly suthorized agent, is delivered to Purchasar. The submission of a Plan or Purchasa Agreement to a prospective purchase shall not be construed as Sponsor's approval of such sele. If such executed duplicate of this Agreement is not sent or delivered to Purchaser within Inthry (30) days efter seme is received by the Selling Agent stong with a check for the Down Payment, it shall be deemed rejected and canceled and all montes paid by Purchaser shall be promptly refunded without interest. Upon auch returned being made, neither perty shall have any further rights or celligations hereunder with respect to the other. Sponsor shall have the digit to reject this Agreement without cause or axplanation to Purchaser, provided substitution to the Upon Agreement without cause or axplanation to Purchaser, provided substitution to the Upon Dupon Selling Agreement without cause or axplanation to Purchaser, provided substitution to the Upon Selling Agreement and the S

empleting payment of the Purchasa Price or performing all of Purchaser's other obligations prounder or be the basis of any chaim egainet, or liability of, Sponsor, provided that the Unit is leased from the lian of euch mortgage at chaing.

23. Entire Agreement This Purchase Agreement, together with the Plan, as the Plan and Purchase Agreement may be amended from time to time, constitutes the entire egreement between the porties as to the subject matter hereof and supercedee all prior understandings and agreements.

# 24, Agreement May Not Be Assigned Without Consent

4.9. Agreement way Not be Assigned Virtuality Consent Purchased does not have the right to assign this Agreement without the express prior written consent of Sponter to such assignment. Sponter is not obligated to give such consent and if Sponter refuses to consent Purchaser will not be excused from Purchaser's obligations under

sponsor retuses un unserent.

If Sponsor, in its sols discretion, elects to permit Purchaser to easign this Agreement,
If Sponsor, in its sols discretion, elects to permit Purchaser shell pay to Rosen Livingston & Cholst LLP, simultaneously with Purchaser's execution and delivery of such assignment, a teo of \$350 for propering such assignment.

25. Joint Purnhauers
The term "Purchaser" shall be reed as "Purchasers" if the Unil le being purchased by more
then one person, in which case their obligations shall be joint and several.

25. Acts of God
Sponsor shall be excused from performing any obligations or undertaking provided for in
this Agreement for so long as such performance is prevented, delayed, or hindered by an act of
Cod, tills, flood, explosion, war, not, sebolage, intability to procure or, general shortage of,
energy, lebor, equipment, facilities, materials, or supplies in the open market, leiture,
energy, lebor, equipment, facilities, materials, or supplies in the open market, leiture of
disabilitar to the foregoing) not within the resonable control of Sponsor. Sponsor's time to
perform such obligations or undertaking shall be toiled for the tength of the period during which
such performance was excused.

27. Further Assurances
Ellistr party shell execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for harein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated heroin or to confirm or particularly received or transferred hereunder or pursuant to any such transaction.

28. Beverability
If any provision of this Agreement or the Plan is invalid or unenforceable as against any
person or under certain circumstances, the remainder of this Agreement or the Plan and the
applicability of such provision to other persons or circumstances shall not be affected thereby.
Each provision of this Agreement or the Plan, except as otherwise herein or therein provided,
shall be valid and enforced to the fullest extent permitted by law.

28. Strict Compliance
Any lighture by Sponsor to insist upon strict performance by Punchaser of any of the provisions of the Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches that may occur, and Sponsor,

- 37. Escrow Provisions

  A. The law firm of Rosen Livingston & Choist LLP, with an eddress at 275 Medison
  Avenue, Suite 500, New York, NY 10016, telephone number 212 697-7770, shall serve as
  escrow agent ("Escrow Agent") for Sponsor and Pontheser. Escrow Agent has designated the
  losowing attorneys to same as algonatories. Morton H. Rosen, Peter L. Wringston, Bruce A.
  Choisi, Andrew B. Freedland. All designated signatories are admitted to practice law in the
  State of New York. Neither the Escrow Agent nor any suthorized signatories on the account
  are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any
  beneficial interest in any of the foregoing.
- B. Escrow Agent and all authorized eignatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance or release of the Deposit from excrow.
- C. The Escrow Agent has established the escrow account at Signature Sank, located at 300 Park Avenue, New York, New York ("Benk"), a bank authorized to do business in the State of New York. The escrow account is smitted "Purchaser's Name) Rosen Livingston & Cholat LLP as Escrow Agent" ("Escrow Account"). The Escrow Account is a tention of the Escrow Account is not an indexecuted. The Escrow Account is federally treured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.
- D. All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made puyable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholet LLP, as Escrow Agent.
- E. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accuse upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or radiated to the Purchaser statisticaling. No fees of eny kind may be deduced from the Escrow Account, and the Spansor shall bear all costs associated with the mainlenance of the Escrow Account.
- F. Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Escrow Agreement and place the Deposit find the Escrow Account. Within ten (10) business days of the place the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the inflat interest rate to be earned on the Deposit. Any Deposits make for opgrades, extras, or custom work shall be inflatly deposited into the Escrow Account, end released in accordance to the
- G. The Eacrow Agent is abligated to sand notice to the Purchaser once the Deposit is placed in the Eacrow Account. If the Purchaser does not receive notice of such deposit within lifteen (15) business days after tender of the Deposit, he or she may centrel the Purchase Agreement within ninety (60) days after tender of the Purchase Agreement and Deposit to Eecrow Agent. Completine concerning the failure to hence such cancellation requests may be after the New York State Department of Law, Real Estate Tinance Bureau, 120 Broadway, 23º Floor, New York, N.Y. 10271. Reactasion shall not be afforced where proof antisfactory to the Attorney General is submitted establishing that the Deposit was timely placed

e Eserow Account in accordance with the New York State Department of Law's regulations eming Deposite and requisits notice was ilimely malled to the Purcheser.

- H. AS Deposite, except for advences made for upgrades, extrae, or custom work received in connection with the Purchase Agreement, are and shell conlinue to be the Purchaser's money, and may not be conincided with any other money or pledged or hypotheceted by Sponsor, se per GBL § 352-h.
- a defaulting Purchaser until after consummation of the Plan, as endenned by the accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as endenned by the acceptance of a post-design generalment by the New York Stelle Department of Lew. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL \$6 352-e(2-b) and 352-h.
  - The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or

- (b) in a subsequent writing algred by both Sponsor and Purchaser; or
- (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit prusent to persyraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponeur prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day perior. The Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day setting notice from either party objecting to the release of the Deposit within said thirty (30) day setting the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (s) through (c) shove. Notwithstanding the loregoing, the Escrow Agent Agent shall have the right at only time to deposit the Deposit contained in the Escrow Agent with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shell not object to the release of the Deposit to:

- (e) a Purchaser who timely reschids in accordance with an offer of respisation contained in the Plan or an Amendment to the Plan; or
- (b) all Purchasers after an Amendment abandoning the Plan is accepted for filling by the Department of Lew.

The Department of Lew may perform random reviews and autilite of any records involving the Eacrow Account to determine compliance with all applicable statutes and regulations.

K. Any provision of the Purchase Agreement/Eacrow Agreement or separate agreement, whether oral or in writing by which a Purchaser purports to waive or indemnify any obligation of the Eacrow Agent holding any Deposit in trust is absolutely void. The provisions of

17

IN WITHERS WHEREOF, the parties have executed this Agreement as of the date first

SPONSOR: 135 WEST 52<sup>MD</sup> STREET OWNER LLC

By: Mayer phallill, Prins Owahi Bibibloor, Principal

(Purchaser) Data Assupted;

(\*Pieses initial on the and print or type name under \$46.)

Punyinson administrative and Americans at \_\_\_\_\_\_(A.M.)(P.M.) on \_\_\_\_\_\_\_ 2015; and

Purgasay Cash

the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning excrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

- Escrew Agent shall maintain the Escrew Account under its direct supervision and
- M. A fiduolary relationship shall exist between Excrow Apent and Purchaser, and Escrow Agent acknowledges its fiduolary and statutory obligations pursuant to GBL §9 352-e(2-b) and 352(h).

- Exitive right a conformation in many rely upon any peper or document which may be submitted by and 352/h. S. Excrow Agent may rely upon any peper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is balleved by Excrow Agent to be genutine and to have been signed or presented by the proper party or parties and have no labelity or responsibility with respect to the form, execution, or validity thread.

  C. Sponsor agrees that it shall not interfere with Excrow Agent's performance of its ductory duties and stationly obligations as set forth in SSI. §§ 362-9(2-b) and 352(h) and the New York Stets Department of Law's regulations.

  P. Sponsor shall obtain or cause the saling agent under the Pien to obtain a completed and signate Form W-9 or W-9, as applicable, from Purchaser and deliver such form to become Agent's performance of the Pien to obtain or cause the saling agent under the Pien to obtain or cause the saling agent under the Pien to obtain or cause the saling agent under the Pien to obtain a series of the Deposit Excrow Agent's fees and disbursements shall neither be pied by Sponsor from the Deposit sort deduced from the Deposit per sylineacial institution under any drowness.
- ofroumstance.

  R. Sponsor agrees to defend, Indemnify, and hold Escrew Agent harmless from and against all costs, claims, expenses and demagas incurred in connection with or sisting out of Eacrow Agents responsibilities affeling in connection with the Purchase Agreement or the performance or on-on-performance of Escrew Agents duties under this Purchase Agreement, except with respect to actions or ornelations taken or exferred by Escrew Agent in bad faith or in will distributed of the deligiblions set forth in this Purchase Agreement or involving gross negligance of Eacrow Agent. This indemnity includes, without limitation, disbursements and stomeryr fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

# 38. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shell be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by factinitie or .pdf and such shall be deemed originate.

## 39. Transfer Taxes

Notwithstanding the foregoing. Sponeor shall pay the NYC Real Property Transfer

Jax and the NYS Real Property Transfer Jax: such payment shall not exceed \$67,881,25.

Notwithstanding anything in this Agreement or the Plan to the contrary, Soonsor shall pay Sponsor's legal fee in the amount of \$2,000.00.

IN WITNESS WHEREOF, the period trave executed this Agreement as of the date that

SPONSOR: 135 WEBT 52<sup>HB</sup> STREET OWNER LLO

Devid Blatiloer, Principal 3/4/14 43 788, 000 #2/8

[Purchaser) Data Accepted: 3/8/16

("Please initial on line and print or type name under line.)

PURCHASER 2

M. C.

The Call

# EXHIBIT A TO PURCHASE AGREEMENT Permitted Encumbrances

- Building restrictions and zoxing laws and other regulations, resolutions and ordinances and any emendments thereto now or hereafter edopted by any governments) or quasigovernmental authority having jurisdiction, provided they do not prevent the use of the subject Unit for dwelling purposes.
- State of facts shown on a survey made by Earl B. Lovell-S.P. Belcher, Inc. dated March 12, 2013 and any state of fects which a more recent survey or personal inspection of the land and building would show, provided such additional state of facts would not prevent the use of the subject Residential Unit for dwelling purposes or, if applicable, the subject Commercial or Retail Unit for the purposes permitted by Law and further provided that such state of fects do not render title unmarketsble.
- The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations thereto), the Power of Altomey from Purchaser to the Condominium Soard, Sponsor, the Commercial Unit Owners and the Relati Unit Owner and the Floor Plans, all as same may be amended from Ilme to time.
- Consents by Sponsor, or any former owner of the Land for the erection of any structure or structures on, under or above any land, street or streets on which the Land may abut.
- Any experient or right of use in fevor of any utility company for construction, use, maintanance, repair and replacement of all utility lines, wires, terminal boxes, mains, pipes, cables, condults, poles, connections and other equipment and facilities on, under and across
- Revocability of Scanese for vault space, if any, under the sidewalks and streets and the lien of any unpeld yoult tex (which is to be paid by the Condominium Board, the Retail Unit Owner or the Commercial Unit Owners (es the case may be)).
- Encrosoftments of stoops, areas, caller steps or doors, trim, copings, retaining walls, bay windows, terraces, balconies, sidewalk elevators, (ences, fire escapes, comices, foundations, footings, chutes, (us) oil lines, drainage and stand pipes, and similar projections, if any, on, over, or under the Property or the streets or aldewalks abulting the property and the rights of governmental authorities to require the removal of any such projections, and variations between record (tnee of the Property and retaining walls, and the like, if any.

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Dale: 135 West 52" Street Owner LLC New York, New York 10018

Re: Unil 135 West 52<sup>rd</sup> Street Condominium 135 West 52nd Street New York, New York 10019

Gentlemen:
This is to confirm that based on the undersigned's personal inspection of the above referenced
Unit, I (we) have found the Unit, its floors, wells, doors, fixtures, appliances, aquipment,
herdware and all other idems listed below, to be in good and satisfactory condition, free of chips,
mars, soral-fices, brasks or other defects, except for those matters (II any) expressly noted
below under "exceptions" requiring repair, adjustment or correction:

ilem	Exceptions (if eny)	Purchaser's Initials
	nleriar:	
(A)	Walle.	- ——
(b)	Floors:	. — —
(c)	Ceilings:	
(d)	Windows: (glass, sesh, pane, siii, e(c.)	
(e)	Doors:	
(1)	Electrical fixtures;	
(g)	Painted surfaces:	
(h)	Kitchen cabinals:	
(i)	Appliances:	
(I)	Kitchen sink:	-
(k)	Medicine cabinets:	
(1)	(doors & mirror) Vanities:	

- B. Leases and service, maintenance, employment, management, concessionaire and license agreements, if any, of other Units or portions of the Common Elements, provided same are disclosed in the Plan or in as amendment thereto.
- The lien of any unpaid Common Charge, real datate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.
- The lien of any unpaid assessment payable in installments (whether imposed by a lasing authority or the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Data and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at closing).
- Any encumbrance as to which either the Title insurance Company or the title insurance company which incures Purchaser's title to the Unit would be willing to insure at its regular rates, without additional premium, in a fee policy teaued by it to Purchaser to insure that such encumbrance, (a) will not be objected out of or enforced against the Unit if it is a lien and (b) will not prevent the use of the subject Residential Unit for dwelling purposes. (Any exception which the Title insurance Company has omitted or insured at its regular rates and without additional premium, which will not be collected out of or enforced against a Unit, in a fee little insurance policy for other Units, is not an objection to title.)
- 12. The Carliffcate of Occupancy to be issued covering the Building, provided if authorizes occupancy of the subject Residential Unit for residential purposes.
- 13. Any violations against the Property (other than the subject Unit) which are the obligation of the Condominium Board or enother Unit Owner to correct.
- Blandard printed exceptions contained in the form of fee title insurance policy then lactued by the title insurance company insuring Purchaser's title to the subject Unit.
- 15. Any easement or right of use required for Sponsor to obtain a temporary, final or amended Certificate of Occupancy for the Building, provided such essement or right of use will not prevent the use of the subject Residential Unit for dwelling purposes.
- Distinctive Street improvement Maintenance Agreement in Real 1109 Page 862.
- Zoning Lot Cortification in Reel 789 Page 115.

21

(o) Bethtube: (p) Bathroom We: (doortest, doorknob, faucets, locks, etc.) (r) Intercom: General Operaling Condition: (a) All Doors: (b) All Windows:	chaser'i als
(o) Bethube: (p) Ballwoom We: (doorbell, doorknob, faucete, looks, etc.) (doorbell, doorbell,	
(p) Bathroom We: (dontell, doorknob, fauceta, locks, etc.) Intercom: General Operaling Condition: (a) All Doors: (b) All Windows:	
(q) Hardware:  (doorbell, doorknob, fauceta, looks, etc.); (r) Intercom:  General Operating Condition: (a) All Doors:	
(d) Hardware:  {doorbell, doorknob, fauceta, looks, etc., looks,	
(t) Infercom:  General Operaling Condition: (a) All Doors:  (b) All Windows:	
General Operating Condition: (a) All Doors:	
(a) All Doors:	
(b) All Windows:	
(a) All Plumbing:	
(d) All Hardware:	

The undersigned will sign and deliver to you a separate slatement signifying my (our) salistaction with each liem excepted above (it any), immediately upon the completion of the repair, ediptoment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, ediptements or corrections to the Unit or any portion thereof or its futures, applicances, equipment, etc., contained therein, from or after the date of dalivery of possession of the Unit in the undersigned, except as to those items (if any) expressly excepted above and your obligation regarding any such excepted times shall cesses upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be construed to excuse Separate from its obligations to correct defects in construction or design to the extent required in the section entitled. "Rights and Obligations of Sponsor from the Others of Sponsor from the Condominium. The undersigned shall be required to complete the payment of the Purchase Prize (without the provision for an excent) and except title to the Unit on the closing date notwithelanding the presence of any exceptions.

Purchaser's Signature	Agreed To: 136 West 52 <sup>™</sup> Street Owner LLC
Purchaser's Signature	Ву:

# **EXHIBIT H**

Closin	
ig Schedu	
e	

		\$91,865,000		\$4,173	\$91,865,000	\$92,865,000	\$615,000	\$280,000	\$285,000	\$82,750,000	\$4.019	565 384 328		1100	41 E1E	Grand Torol
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		\$83,365,000		\$2,285	\$83,365,000	\$83,365,000	\$615,000	\$280,000	\$285,000	\$82,750,000	\$1,436	\$52,384,328		1,185	36,483	Subtotal
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			×		\$2,725,000	\$2,725,000	\$125,000	\$95,100	\$30,000	\$2,600,000	81,363	E16'519'18 .	2/2	D	1,190	25 a
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Closing Date	1 5	2	,			Revised Schedule A	Total Cumulative		Previous Cumulative		inimum	Minimum Release				
												Bd				



# Availability Schedule

Pα Paule A Offer Closing Pa	Pricing Amount Offer PSF Contract Sent Schedule Loan	\$4,650,000;	\$750,000	\$1,632,000	\$4,650,000	\$4,100,000	\$4,025,000	\$4,075,000	\$5,200,000	\$5,300,000	\$5,200,000	\$3,750,000	\$5,000,000	\$6,500,000	\$6,700,000	\$6,900,000	\$6,500,000	\$5,000,000	\$13,250,000	\$7,150,000	28,000,000	\$7,300,000	\$15 800 000	
ıtive	Change	0\$	20	0.5	\$0	0\$	20	0\$	0\$	0\$	0\$	\$50,000	0\$	0\$	0\$	\$20,000	\$0	\$0	10\$	10\$	0\$	\$0.	\$1,050,000	
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	Schedule A Pricing Change	\$4,650,000	\$750,000	\$1,632,000	\$4,650,000	\$4,100,000	54,025,000	\$4,075,000	\$5,200,000	\$5,300,000	\$5,200,000	\$3,700,000	000'000'6\$	\$8,500,000	\$8,700,000	\$8,780,000	\$8,900,000	\$9,000,000	\$13,250,000	\$7,150,000	\$8,000,000	000'006'2\$	\$15,750,000	
Minimum	Release PSF	\$1,390	\$927	126\$	\$1,388	\$1,456	\$1,412	\$1,425	11,492	\$1,507	\$1,475	\$1,515	\$1,551	\$1,444	\$1,478	\$1,492	\$1,512	\$1,529	\$1,918	\$1,740	\$1,740	777.13	\$1,935	
clease	Price Re	\$2,943,651	\$474,782	\$1,033,127	\$2,943,651	\$2,595,477	\$2,547,999	\$2,579,651	\$3,291,825	\$3,355,129	\$3,291,825	\$2,342,260	\$5,697,389	\$5,380,868	\$5,507,476	\$5,558,120	\$5,634,085	\$5,697,389	\$8,387,823	14,526,259	\$5,064,346	\$4,621,216	\$9,970,431	
Ħ	н/но	3/3	0/1	2/2	3/3	2/3/1HO	2/3/1HO	2/3/IHO	3/3.5	4/3.5	3/3.5	2/2.5	3/3.5	3/3.5	3/3.5	3/3.5	3/3.5	3/3.5	5/4.5	3/3.5	3/3.5	3/3.5	5/4+2.5	
	Ext. SQ FT	420	0	0	420	333	0	0	421	0	0	0	662	153	153	153	153	153	653	306	0	306	1,101	
	80 FT	2,118	512	1,114	2,121	1,783	1,805	1,810	2,207	2,227	2,232	1,546	3,673	3,726	3,726	3,726	3,726	3,726	4,373	2,601	2,910	2,601	5,153	
	Umit	8a	629	Вс	Bd.	17a	19a	20℃	26b	282	29b	33c	34a	35a	37a	384	39≥	403	PH5	PH4	PH3	PH2	PHI	

# **EXHIBIT J**



21 Scarsdale Road Yonkers, New York 10707

# RETURN SERVICE REQUESTED

CHETRIT GROUP LLC C/O CHETRIT GROUP LLC 512 FASHION AVE FL 15 **NEW YORK NY 10018-4603** 

# January 2016

Reporting Activity 01/01 - 01/31

Page 1 of 20

# Contact Us



Client Services

855-274-2800



Automated Telephone Banking

855-274-2802



Mailing Address

21 Scarsdale Road Yonkers, NY 10707



Online Access

https://www.snb.com

# SUMMARY OF ACCOUNTS

ACCOUNT TYPE

ACCOUNT NUMBER

**ENDING BALANCE** 

ANALYZED BUSINESS CHECKING

XXXXXX4801

-\$139,417.48

New Chip Technology Coming Soon to Your Sterling Debit MasterCard.

Sterling Debit MasterCard will soon feature the latest chip technology, which provides an added layer of security for greater protection against fraud. Chip cards are widely accepted around the globe, making traveling easier and more convenient. Your card will continue to have the traditional magnetic stripe on the back, so you can continue to use it at merchants without chip-enabled terminals.

Look for this new card feature when you receive new or replacement debit cards. Chip debit cards will be provided to replace lost or stolen cards after December 15, 2015. Chip debit cards will be provided for automatic renewals in early 2016. If you have any additional questions concerning your Debit Master Card, please contact Client Services and follow the prompts to be connected to a debit card representative:

Business Client Services 855-274-2800 Personal Client Services 855-274-2801

# ANALYZED BUSINESS CHECKING - XXXXXX4801

# Account Summary

Date

Description

01/01/2016

Beginning Balance

-\$174,968.53

Average Ledger Balance

-\$83,031.68

133 Debit(s) this period 1 Credit(s) this period

\$464,459.25 \$500,000.00 Average Available Balance

-\$83,031.68

01/31/2016

**Ending Balance** 

-\$139,417.48

Service Charges

\$42.00





Reporting Activity 01/01 - 01/31

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# ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

Transaction Activ	ity			
Transaction Date	Description	Debits	Credits	Balance
01/01/2016	Beginning Balance		-\$	\$174,968.53
01/04/2016	MBFS.COM AUTO PAY	-\$1,487.60	-9	\$176,456.13
01/04/2016	AMEX EPayment ACH PMT	<b>-\$7</b> 1.41	· -{	176,527.54
01 <i>1</i> 04 <i>1</i> 2016	CHECK #16642	-\$30,000.00	-9	206,527.54
01/04/2016	CHECK #16659	-\$1,800.00	-9	208,327.54
01/05/2016	CHECK #16636	-\$1,000.00	-\$	209,327.54
01/05/2016	CHECK #16670	-\$2,500.00	-\$	5211,827.54
01/06/2016	CHECK #16696	-\$1,500.00	-\$	213,327.54
01/06/2016	CHECK #16628	-\$3,089,29	-\$	216,416.83
01/06/2016	CHECK #16689	-\$500,00	-\$	216,916.83
01/06/2016	CHECK #16688	-\$180.00	-\$	217,096.83
01/06/2016	Daily OD Fee Charge	-\$7.00	-\$	217,103.83
01/07/2016	Chetrit Gr004LCx TAXIMPOUN	-\$20,625.59	-\$	237,729.42
01/07/2016	ATT Payment	-\$1,498.35	-\$	239,227.77
01/07/2016	CHECK #42005	-\$1,595.96	-\$	240,823.73
01/07/2016	CHECK #16668	-\$485,63	-\$	241,309.36
01/07/2016	CHECK #16578	-\$360.00	-\$	241,669.36
01/07/2016	CHECK #16667	-\$185.00	-\$	241,854.36
01/07/2016	Dally OD Fee Charge	<b>-\$7.00</b>	-\$	241,861.36
01/08/2016	Chetrit Group L BILLING	-\$213,50	-\$.	242,074.86
01/08/2016	CHECK #42004	-\$1,650.43	-\$	243,725,29
01/08/2016	CHECK #41997	-\$1,714 <b>.7</b> 1	-\$.	245,440.00
01/08/2016	CHECK #242003	-\$1,156.20	-\$.	246,596.20
01/08/2016	CHECK #42015	<b>-\$1</b> ,126.49	-\$:	247,722.69
01/08/2016	CHECK #41978	-\$1,098.75	-\$2	248,821.44
01/08/2016	CHECK #42012	-\$724.35	-\$:	249,545.79
01/08/2016	CHECK #16695	-\$217.57	-\$2	249,763.36
01/08/2016	Daily OD Fee Charge	-\$7.00	-\$2	249,770.36
01/11/2016	INTUIT QBOOKS/PRO	-\$462,96	-\$2	250,233,32
01/11/2016	CHECK #42016	-\$2,663.51	-\$2	252,896.83
01/11/2016	CHECK #42009	-\$1,529.95	-\$2	254,426.78
01/11/2016	CHECK #42001	-\$1,004.79	-\$1	255,431.57
01/11/2016	CHECK #41998	-\$1,001.73	-\$2	256,433.30
01/11/2016	CHECK #16700	<b>-\$44</b> 9.94	-\$2	256,883.24
01/11/2016	CHECK #42002	-\$353.62	-\$2	257,236.86
01/11/2016	CHECK #16680	-\$313.00	-\$2	257,549.86
01/11/2016	Daily OD Fee Charge	-\$7.00	-\$2	257,556 <sup>6</sup> 86



Reporting Activity 01/01 - 01/31

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# ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

# **Transaction Activity (continued)**

Turneration Date	Description	Debits	Credits	Balance
Transaction Date	Description CHECK #16710	-\$6,500.00	O, odiko	\$57,553.18
01/19/2016		-\$6,267.87		\$51,285.31
01/19/2016	CHECK #42000	-\$5,500.00		\$45,785.31
01/19/2016	CHECK #16674	-\$4,000.00		\$41,785.31
01/19/2016	CHECK #16703	-\$2,000.00		\$39,785.31
01/19/2016	CHECK #16637 CHECK #16629	-\$126.00		\$39,659.31
01/19/2016	CHECK #16721	-\$5,83 <b>3</b> .33		\$33,825.98
01/20/2016		-\$3,086.80		\$30,739.18
01/20/2016	CHECK #16681	-\$2,53 <b>7.6</b> 3		\$28,201.55
01/20/2016	CHECK #41999	-\$500.00		\$27,701.55
01/20/2016	CHECK #16671	-\$194.27		\$27,507,28
01/20/2016	CHECK #16699 Chetrit Gr004N31 TAXIMPOUN	-\$21,113.47		\$6,393.81
01/21/2016		-\$2,500.00		\$3,893.81
01/21/2016	CHECK#16720	-\$18,928.86		-\$15,035.05
01/21/2016	AMEX EPayment ACH PMT CHECK #16704	-\$10,000.00		-\$25,035,05
01/21/2016	Chetrit Group L BILLING	-\$67.20		-\$25,102.25
01/22/2016	CHECK #42019	-\$1,692.46		-\$26,794.71
01/22/2016	CHECK #42029	-\$1,473.24		-\$28,267.95
01/22/2016 01/22/2016	CHECK #42018	-\$1,099.14	_	-\$29,367.09
	CHECK #16735	-\$406.20		-\$29,773.29
01/22/2016 01/22/2016	CHECK #16709	-\$4,000.00		-\$33,773.29
01/22/2016	CHECK #10703	-\$1,529.95		-\$35,303.24
01/22/2016	CHECK #42025	-\$1,215.24		-\$36,518,48
01/22/2016	CHECK #42039	-\$1,126.49		-\$37,644 <b>.</b> 97
01/22/2016	CHECK #42027	-\$1,056.80		-\$38,701.77
01/22/2016	CHECK #42040	-\$991.66		-\$39,693.43
01/22/2016	CHECK #42028	<b>-</b> \$790.19		-\$40,483.62
01/22/2016	CHECK #42036	-\$724.35		<b>-\$41,207.97</b>
01/22/2016	CHECK #16739	-\$500.00		-\$41,707.97
01/22/2016	CHECK #42024	-\$353.62		-\$42,061.59
01/22/2016	CHECK#16484	- <b>\$</b> 52,00		-\$42,113.59
01/25/2016	NYC FINANCE PARKINGTKT	-\$1,715.00		-\$43,828.59
01/25/2016	NYC FINANCE PARKINGTKT	-\$240.00		-\$44,068.59
01/25/2016	NYC FINANCE PARKINGTKT	-\$70.00		-\$44,138.59
01/25/2016	CHECK #42017	-\$3,095,76		-\$47,234.35
01/25/2016	CHECK #42041	-\$2,663.51		-\$49,897.86
01/25/2016	CHECK#42035	-\$1,895.43		-\$51, <b>793</b> .29
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Reporting Activity 01/01 - 01/31

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# **ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)**

Transaction Activity	(continued	)
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Italisaction Activ	ny (commueu)			
Transaction Date	Description	Debits	Credits	Balance
01/12/2016	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 1550		\$500,000.00	\$242,443.14
01/12/2016	OUTGOING WIRE,SKY LAND INTERNA TIONAL LIMITED,HSBC USA,,23082 5	-\$95,419.73		\$147,023.41
01/12/2016	CHECK #16692	-\$6,178.58		\$140,844.83
01/12/2016	CHECK #16691	-\$4,133.10		\$136,711.73
01/12/2016	CHECK #16690	-\$3,659.80		\$133,051.93
01/12/2016	CHECK #41996	-\$3,095.76		\$129,956.17
01/12/2016	CHECK #42008	-\$1,485.08		\$128,471.09
01/12/2016	CHECK #16694	-\$736.87		\$127,734 <b>.2</b> 2
01/12 <i>[</i> 2016	CHECK #16698	<b>-\$</b> 492.34		\$127,241.88
01/12/2016	CHECK #16673	-\$371.48		\$126,870.40
01/12/2016	CHECK #16678	-\$326.89		\$126,543.51
01/12/2016	CHECK #16675	-\$112,50		\$126,431.01
01/13 <b>/</b> 2016	CHECK #16693	-\$3,157.52		\$123,273.49
01/13/2016	CHECK #42006	-\$2,203.00		\$121,070.49
01/13/2016	CHECK #42011	-\$1,895.43		\$119,175.06
01/13/2016	CHECK #16677	-\$707.79		\$118,467.27
01/13/2016	CHECK #16679	-\$479.17	1	<b>\$117,98</b> 8.10
01/13/2016	CHECK #42014	-\$150.00		\$117,838.10
01/13/2016	CHECK #42010	-\$150.00		\$117,688,10
01/13/2016	CHECK #16682	-\$46.27		\$117,641.83
01/13/2016	CHECK #42013	<b>-</b> \$34.61		\$117,607.22
01/14/2016	CHECK #16706	-\$5,000.00		\$112,607.22
01/14/2016	CHECK #16676	-\$5,000.00		\$107,607.22
01/14/2016	CHECK #16672	-\$724.24		\$106,882.98
01/14/2016	CHECK #16686	-\$232,96		\$106,650.02
01/14/2016	CHECK #16701	-\$128.00		\$106,522.02
01/14/2016	CHECK #16685	-\$77.49		\$106,444.53
01/15/2016	MBFS.COM AUTO PAY	-\$1,58 <b>5.</b> 12		\$104,859.41
01/15/2016	CHECK #16705	-\$10,000,00		\$94,859.41
01/15/2016	CHECK #16683	-\$2,931.55		\$91,927.86
01/15 <b>/</b> 201 <b>6</b>	CHECK #16684	<b>-\$1,82</b> 1.91		<b>\$90,105.</b> 95
01/15/2016	CHECK #16702	-\$241.99		\$89,863,96
01/19/2016	CHECK #16719	-\$2,500.00		\$87,363.96
01/19/2016	CHECK #16715	-\$1,974.57		\$85,389.39
01/19/2016	CHECK #16711	-\$11,707.97		\$73,681 <sub>6</sub> <b>\$</b> 2
01/19/2016	CHECK #16707	-\$9,628.24		\$64,053.18



Reporting Activity 01/01 - 01/31

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# ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

Transaction Activ	rity (continued)	)	•		
Transaction Date	Description		Debits	Credits	Balance
01/25/2016	CHECK #1666	9	-\$1,800.00		<b>-\$53</b> ,593.29
01/25/2016	CHECK #4203:	2	-\$1,485.08	•	-\$55,078.37
01/25/2016	CHECK #1671	4	-\$1,239.83		-\$56,318.20
01/25/2016	CHECK #4202	3	-\$1,004.79		-\$57,322.99
01/25/2016	CHECK #42020	0	-\$1,001.73		-\$58,324.72
01/25/2016	CHECK #1671:	3	-\$724.42		-\$59,049.14
01/25/2016	CHECK #1671	7	-\$292.97		-\$59,342.11
01/25/2016	CHECK #1671	8	-\$159.59		-\$59,501.70
01/25/2016	CHECK #42038	8	-\$150.00		-\$59,651.70
01/25/2016	CHECK #4203	7	-\$34.61		-\$59,686.31
01/26/2016	CHECK #16732	2	-\$23,018.79		-\$82,705.10
01/26/2016	CHECK #16734	4	-\$5,000.00		-\$87,705.10
01/26/2016	CHECK #16712	2	-\$626.70	•	-\$88,331.80
01/26/2016	CHECK #42026	6	-\$253.8 <b>8</b>		-\$8 <b>8,5</b> 85 <b>.68</b> .
01/26/2016	CHECK #42034	4	-\$150.00		-\$88,735.68
01/26/2016	CHECK #1672	5	-\$114.95		<b>-</b> \$88,850.63
01/27 <i>1</i> 2016	CHECK #16727	7	-\$774.11		-\$89,624.74
01/27/2016	CHECK #16733	3	<b>-</b> \$311.29		-\$89,936.03
01/27/2016	CHECK #16728	3	-\$169.17		-\$90,105.20
01/27/2016	CHECK #1673	1	-\$74.10		-\$90,179.30
01/28/2016	CHECK #16744	4	-\$35,030.81		-\$125,210.11
01/28/2016	CHECK #16730	כ	-\$5,612.32		-\$130,822,43
01/28/2016	CHECK #16584	1	-\$360.00		-\$131,182.43
01/28/2016	CHECK #1674	5	-\$360.00		-\$131,542.43
01/28/2016	CHECK #16726	3	-\$212.71		-\$131,75 <b>5</b> .14
01/28/2016	Daily OD Fee C	harge	-\$7.00		-\$131,762.14
01/29/2016	Brands Tax 203	38 TaxImpou	-\$357.24		<b>-\$1</b> 32,119.3 <b>8</b>
01/29/2016	CHECK #16729	9	-\$3,066.80		-\$135,186.18
01/29/2016	CHECK #16737	7	-\$3,066.80		-\$138,252.98
01/29/2016	CHECK #16724	1	-\$1,209.80		-\$139,462.78
01/29/2016	Daily OD Fee C	Charge	<b>-\$7.00</b>		-\$139,469.78
01/31/2016	ATM SURCHAI	RGE REBATE		\$52.30	-\$139,417.48
01/31/2016	Ending Balance	3			-\$139,417.48
Debits	Dan andre Maria				Amount
Date	Description				-\$1,48 <del>7</del> 960
01/04/2016	MBFS.COM	AUTO PAY			-ψ1, <b>+ω</b> βου



Reporting Activity 01/01 - 01/31

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# ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

Debits (continu	ued)	
Date	Description	Amount
01/04/2016	AMEX EPayment ACH PMT	<b>-</b> \$71.41
01/06/2016	Dally OD Fee Charge	-\$7.00
01/07/2016	Chetrit Gr004LCx TAXIMPOUN	-\$20,625,59
01/07 <i>1</i> 2016	ATT Payment	-\$1,498.35
01/07/2016	Dally OD Fee Charge	-\$7.00
01/08/2016	Chetrit Group L BILLING	-\$213.50
01/08/2016	Daily OD Fee Charge	-\$7.00
01/11/2016	INTUIT QBOOKS/PRO	<b>-</b> \$462.96
01/11/2016	Daily OD Fee Charge	-\$7.00
01/12/2016	OUTGOING WIRE, SKY LAND INTERNA TIONAL LIMITED, HSBC USA, 23082 5	<b>-\$95,419.7</b> 3
01/15/2016	MBFS.COM AUTO PAY	-\$1,585.12
01/21/2016	Chetrit Gr004N31 TAXIMPOUN	-\$21,113.47
01/21/2016	AMEX EPayment ACH PMT	-\$18,928.86
01/22/2016	Chetrit Group L BILLING	-\$67.20
01/25/2016	NYC FINANCE PARKINGTKT	-\$1,715.00
01/25/2016	NYC FINANCE PARKINGTKT	-\$240.00
01/25/2016	NYC FINANCE PARKINGTKT	-\$70.00
01/28/2016	Daily OD Fee Charge	-\$7.00
01/29/2016	Brands Tax 2038 TaxImpou	<b>-\$</b> 357.24
01/29/2016	Daily OD Fee Charge	-\$7.00
Credits		
Date	Description	Amount
01/12/2016	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 1550	\$500,000.00
01/31/2016	ATM SURCHARGE REBATE	\$52,30

# **Checks Cleared**

Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
16484	01/22/2016	\$52.00	16667*	01/07/2016	\$185.00
16578*	01/07/2016	\$360.00	16668	01/07/2016	\$485.63
16584*	01/28/2016	\$360.00	16669	01/25/2016	\$1,800.00
16628*	01/06/2016	\$3,089.29	16670	01/05/2016	\$2,500.00
16629	01/19/2016	\$126.00	16671	01/20/2016	\$500.00
16636*	01/05/2016	\$1,000.00	16672	01/14/2016	<b>\$724.2</b> 4
16637	01/19/2016	\$2,000.00	16673	01/12/2016	\$371.48
16642*	01/04/2016	\$30,000.00	16674	01/19/2016	\$5,500.00
16659*	01/04/2016	\$1,800.00	16675	01/12/2016	₹ <mark>9</mark> 12.50



16710

01/19/2016

\$6,500.00

# January 2016

Reporting Activity 01/01 - 01/31

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\$6,267.87

necks Cleared (continued)							
Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount		
16676	01/14/2016	\$5,000.00	16711	01/19/2016	<b>\$</b> 11, <b>7</b> 07 <b>.</b> 97		
16677	01/13/2016	\$707.79	16712	01/26/2016	\$626,70		
16678	01/12/2016	\$326.89	16713	01/25/2016	\$724.42		
16679	01/13/2016	\$479.17	16714	01/25/2016	\$1,239.83		
16680	01/11/2016	\$313.00	16715	01/19/2016	\$1,974.57		
16681	01/20/2016	\$3,086.80	16717*	01/25/2016	\$292.97		
16682	01/13/2016	\$46.27	16718	01/25/2016	\$159.59		
16683	01/15/2016	\$2,931.55	16719	01/19/2016	\$2,500.00		
16684	01/15/2016	\$1,821.91	16720	01/21/2016	\$2,500.00		
16685	01/14/2016	\$77.49	16721	01/20/2016	<b>\$5,833.33</b>		
16686	01/14/2016	\$232.96	16724*	01/29/2016	\$1,209.80		
16688*	01/06/2016	\$180.00	16725	01/26/2016	<b>\$114.9</b> 5		
16689	01/06/2016	\$500.00	16726	01/28/2016	\$212.71		
16690	01/12/2016	\$3,659.80	16727	01/27/2016	<b>\$774.</b> 11		
16691	01/12/2016	\$4,133.10	16728	01/27/2016	\$169,17		
16692	01/12/2016	\$6,178.58	16729	01/29/2016	\$3,066.80		
16693	01/13/2016	\$3,157.52	16730	01/28/2016	\$5,612.32		
16694	01/12/2016	\$736.87	16731	01/27/2016	\$74.10		
16695	01/08/2016	\$217.57	16732	01/26/2016	\$23,018.79		
16696	01/06/2016	\$1,500.00	16733	01/27/2016	\$311.29		
16698*	01/12/2016	\$492.34	16734	01/26/2016	\$5,000.00		
16699	01/20/2016	\$194.27	16735	01/22/2016	\$406.20		
16700	01/11/2016	\$449,94	16737 <b>*</b>	01/29/2016	\$3,066.80		
16701	01/14/2016	\$128,00	16739*	01/22/2016	\$500,00		
16702	01/15/2016	\$241.99	16744*	01/28/2016	\$35,030.81		
16703	01/19/2016	\$4,000.00	16745	01/28/2016	\$360.00		
16704	01/21/2016	\$10,000.00	41978*	01/08/2016	\$1,098.75		
16705	01/15/2016	\$10,000.00	41996*	01/12/2016	\$3,095.76		
16706	01/14/2016	\$5,000.00	41997	01/08/2016	\$1,714.71		
16707	01/19/2016	\$9,628.24	41998	01/11/2016	\$1,001.73		
16709*	01/22/2016	\$4,000.00	41999	01/20/2016	<b>\$2</b> ,537.63		

42000

01/19/2016



Reporting Activity 01/01 - 01/31

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# ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

Checks Cleared (continued)						
Check Amount	Check Date	Check Number	Check Amount	Check Date	Check Number	
\$1,004.79	01/25/2016	42023*	\$1,004.79	01/11/2016	42001	
\$353.62	01/22/2016	42024	\$353.62	01/11/2016	42002	

\$353.62 42024 42002 01/11/2016 \$353.62 42025 01/22/2016 \$1,215.24 42004\* 01/08/2016 \$1,650.43 42026 01/26/2016 \$253.88 42005 01/07/2016 \$1,595.96

42027 01/22/2016 \$1,056.80 42006 01/13/2016 \$2,203.00 42028 01/22/2016 \$790.19 42008\* 01/12/2016 \$1,485.08

42029 01/22/2016 \$1,473.24 42009 01/11/2016 \$1,529.95 42032\* 01/25/2016 ^ \$1,485.08 42010 01/13/2016 \$150.00

> 42033 01/22/2016 \$1,529.95 01/13/2016 \$1,895.43 \$724.35 42034 01/26/2016 \$150,00 01/08/2016

01/13/2016 42035 01/25/2016 \$1,895.43 \$34.61 42036 01/22/2016 \$724.35 01/13/2016 \$150.00

> 42037 01/25/2016 \$34.61 \$1,126.49 \$150.00 42038 01/25/2016 \$2,663.51

42039 01/22/2016 \$1,126.49 \$3,095.76 42040 01/22/2016 \$991.66 \$1,099.14

42041 01/25/2016 \$2,663.51 \$1,692.46 42019 01/22/2016 242003\* 01/08/2016 \$1,156.20 42020 \$1,001.73 01/25/2016

42011

42012

42013

42014

42015

42016

42017

42018

01/08/2016

01/11/2016

01/25/2016

01/22/2016

# **Daily Balances**

Date	Amount	Date	Amount	Date	Amount
12/31/2015	-\$174,968.53	01/12/2016	\$126,431.01	01/22/2016	-\$42,113.59
01/04/2016	-\$208,327.54	01/13/2016	\$117,607.22	01/25/2016	-\$59,686.31
01/05/2016	-\$211,827.54	01/14/2016	<b>\$106,444.5</b> 3	01/26/2016	-\$88,850.63
01/06/2016	-\$217,103.83	01/15/2016	<b>\$89,86</b> 3.96	01/27/2016	-\$90,179.30
01/07/2016	-\$241,861.36	01/19/2016	\$39,659.31	01/28/2016	-\$131,762.14
01/08/2016	-\$249,770.36	01/20/2016	<b>\$27,507.2</b> 8	01/29/2016	<b>-\$13</b> 9,417.48
01/11/2016	-\$257,556.86	01/21/2016	-\$25,035.05		

Service Charge Summary

Description	Amount
	\$0,00
	₹€.00

<sup>\*</sup> Indicates skipped check number



21 Scarsdale Road Yonkers, New York 10707

#### RETURN SERVICE REQUESTED

CHETRIT GROUP LLC C/O CHETRIT GROUP LLC 512 FASHION AVE FL 15 NEW YORK NY 10018-4603

### December 2015

Reporting Activity 12/01 - 12/31

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#### Contact Us

**Client Services** 

855-274-2800



Automated Telephone Banking

855-274-2802



Mailing Address

21 Scarsdale Road Yonkers, NY 10707



Online Access

https://www.snb.com

#### SUMMARY OF ACCOUNTS

**ACCOUNT TYPE** 

**ACCOUNT NUMBER** 

**ENDING BALANCE** 

**ANALYZED BUSINESS CHECKING** 

XXXXXX4801

-\$174,968.53

New Chip Technology Coming Soon to Your Sterling Debit MasterCard.

Sterling Debit MasterCard will soon feature the latest chip technology, which provides an added layer of security for greater protection against fraud. Chip cards are widely accepted around the globe, making traveling easier and more convenient. Your card will continue to have the traditional magnetic stripe on the back, so you can continue to use it at merchants without chip-enabled terminals.

Look for this new card feature when you receive new or replacement debit cards. Chip debit cards will be provided to replace lost or stolen cards after December 15, 2015. Chip debit cards will be provided for automatic renewals in early 2016. If you have any additional questions concerning yourDebit MasterCard, please contact Client Services and follow the prompts to be connected to a debit card representative:

Business Client Services 855-274-2800 Personal Client Services 855-274-2801

#### ANALYZED BUSINESS CHECKING - XXXXXX4801

#### **Account Summary**

Date

Description

12/01/2015

Beginning Balance

-\$112,716.59

Average Ledger Balance

\$49,477.90

162 Debit(s) this period 5 Credit(s) this period

\$1,713,813.20 \$1,651,555.52 Average Available Balance

\$49,390.44

12/31/2015

**Ending Balance** 

-\$174,968.53

Service Charges

. . . .

\$49.00





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Transaction Activi	ity				
Transaction Date	Description		Debits	Credits	Balance
12/01/2015	Beginning Baland	Ge Common			-\$112,716.59
12/01/2015	MBFS,COM	AUTO PAY	-\$1,487.60		-\$114,204.19
12/01/2015	CHECK #16499		-\$144.00		-\$114,348.19
12/01/2015	CHECK #41934		-\$3,355.45		-\$117,703.64
12/01/2015	CHECK #41950		-\$1,894.38		-\$119,598.02
12/01/2015	CHECK #16552	•	-\$180.00		-\$119,778.02
12/01/2015	CHECK #41949		-\$150.00		-\$119,928.02
12/01/2015	Daily OD Fee Ch	arge	-\$7.00		<b>-\$119,93</b> 5.02
12/02/2015	CHECK #16554		-\$126.00		-\$120,061.02
12/02/2015	Daily OD Fee Ch	arge	<b>-\$</b> 7.00		-\$120,068.02
12/03/2015	CHECK #16475		-\$4,000.00		-\$124,068.02
12/03/2015	CHECK #16494		-\$3,600.00		-\$127,668.02
12/03/2015	CHECK #16581		-\$3,067.64		-\$130,735.66
12/03/2015	CHECK #16538		-\$180.00		-\$130,915.66
12/03/2015	CHECK #16561		-\$126.00		-\$131,041.66
12/03/2015	Daily OD Fee Ch	arge	-\$7.00		-\$131,048.66
12/04/2015	PER CLIENT REACCOUNT ENDI	QUEST TRANSFER FROM NG IN 1550		\$300,000.00	\$168,951.34
12/04/2015	PER CLIENT RE- ENDING IN 1550	QUEST TRANSFER TO ACCOUNT	-\$163,975.99		\$4,975.35
12/04/2015	ALL WAYS FOR	2618 DEBITS	-\$475.00		\$4,500.35
12/04/2015	CHECK #41946		-\$2,202.35		\$2,298.00
12/04/2015	CHECK #16564		-\$1,800.00		\$498.00
12/04/2015	CHECK #16585		-\$180.00		\$318.00
12/04/2015	CHECK #16471		-\$140.00		\$178,00
12/04/2015	CHECK #16563		<b>-\$126.0</b> 0		\$52.00
12/04/2015	CHECK #16483		-\$52.00		<b>\$0.</b> 00
12/07/2015	CHECK #16595		-\$1,942.50		-\$1,942.50
12/07/2015	CHECK #16594		-\$473.34		-\$2,415.84
12/07/2015	CHECK #16590		-\$2,500.00		-\$4,915.84
12/07/2015	CHECK #16535		-\$1,200.00		-\$6,115.84
12/07/2015	CHECK #16571	•	-\$736.87		-\$6,652.71
12/07/2015	CHECK #16566		-\$707.79		-\$7,560.50
12/07/2015	CHECK #16568		-\$326.89		-\$7,887.39
12/07/2015	CHECK #16572		-\$59.28		-\$7,946.67
12/08/2015	CHECK #41948		-\$1,529.85		-\$9,476.52
12/08/2015	CHECK #16593		-\$10,000.00		-\$19,476.52
12/08/2015	CHECK #16574		-\$2,346.74		-\$21,623.26



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Transaction Activity (continued)						
Transaction Date	Description	Debits	Credits Balance			
12/08/2015	CHECK #16583	-\$2,202.84	-\$24,026.10			
12/08/2015	CHECK #16569	-\$165,80	-\$24,191.90			
12/09/2015	AMEX EPayment ACH PMT	-\$21,422.23	-\$45,614.13			
12/09/2015	NYC FINANCE PARKINGTKT	<b>-</b> \$115 <u>.</u> 00	-\$45,729.13			
12/09/2015	NYC FINANCE PARKINGTKT	-\$60,00	-\$45,789.13			
12/09/2015	CHECK #16597	-\$10,000.00	-\$55,789.13			
12/09/2015	CHECK #16565	-\$5,000.00	-\$60,789.13			
12/09/2015	CHECK #16577	-\$2,346.74	-\$63,135,87			
12/09/2015	CHECK #16573	-\$1,735.95	-\$64,871.82			
12/09/2015	CHECK #16576	-\$586.69	-\$65,458.51			
12/09/2015	CHECK #16575	-\$586,69	-\$66,045.20			
12/10/2015	Chetrit Gr004HUj TAXIMPOUN	-\$14,088.19	-\$80,133.39			
12/10/2015	CHECK #16604	-\$5,000.00	-\$85,133.39			
12/10/2015	CHECK #41957	-\$1,357.91	-\$86,491.30			
12/10/2015	CHECK #41973	-\$1,125.82	-\$87,617.12			
12/10/2015	CHECK #41956	-\$1,098.78	-\$88,715.90			
12/10/2015	CHECK #16550	-\$520.00	-\$89,235.90			
12/10/2015	CHECK #41974	-\$348.06	-\$89,583.96			
12/10/2015	CHECK #16588	-\$173.61	-\$89,757.57			
12/10/2015	CHECK #16560	-\$126.00	-\$89,883.57			
12/10/2015	CHECK #16589	<b>-\$79.56</b>	-\$89,963.13			
12/11/2015	Chetrit Group L BILLING	<b>-\$59.2</b> 5	-\$90,022.38			
12/11 <b>/</b> 2015	CHECK #41962	-\$353.63	-\$90,376.01			
12/11/2015	CHECK #41969	-\$1,529.85	-\$91,905.86			
12/11/2015	CHECK #1966	-\$1,472.08	-\$93,377.94			
12/11/2015	CHECK #41964	-\$1,056.43	-\$94,434.37			
12/11/2015	CHECK #41965	-\$972.53	-\$95,406.90			
12/11/2015	CHECK #41972	-\$908.69	<i>-</i> \$96,315.59			
12/11/2015	CHECK #16600	-\$833.33	-\$97,148.92			
12/11/2015	CHECK #4196	-\$817.88	-\$97,966.80			
12/11/2015	CHECK #16599	-\$611.19	<b>-</b> \$98,577.99			
12/11 <b>/2</b> 015	CHECK#16587	<b>-</b> \$4 <b>0</b> 9.68	-\$98,987.67			
12/14/2015	CHECK #16609	<b>-\$1,</b> 500.00	-\$100,487.67			
12/14/2015	CHECK #16586	-\$25,000.00	-\$125,487.67			
12/14/2015	CHECK #41960	-\$6,715.71	-\$132,203.38			
12/14/2015	CHECK #41975	-\$2,661.99	-\$134,865.37			
12/14/2015	CHECK #41959	-\$2,536.38	-\$137,401.75			



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#### **ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)**

#### **Transaction Activity (continued)**

Transaction Date	Description	Debits	Credits	Balance
12/14/2015	CHECK #16603	-\$2,500.00		-\$139,901.75
1 <u>2/</u> 14/2015	CHECK #41971	-\$1,894.38		<b>-\$141,796.</b> 13
12/14 <b>/</b> 2015	CHECK #41968	-\$1,484.50		<b>-\$143,28</b> 0.63
12/14/2015	CHECK #41961	-\$1,004.71		-\$144,285.34
12/14/2015	CHECK #41958	-\$1,001.46		-\$145,286,80
12/14/2015	CHECK #16553	-\$126.00		-\$145,412.80
12/14/2015	Daily OD Fee Charge	-\$7.00		-\$145,419.80
12/15/2015	MBFS.COM AUTO PAY	-\$1,585.12		-\$147,004.92
12/15/2015	CHECK #16608	-\$10,000.00		-\$157,004.92
12 <b>/</b> 15/2015	CHECK #16596	-\$126.00		-\$157,130.92
12/15/2015	Dally OD Fee Charge	-\$7.00		-\$157,137.92
12/16/2015	CHECK #16551	-\$180.00		-\$157,317.92
12/16/2015	CHECK #16598	-\$126.00		-\$157,443.92
12/16/2015	Daily OD Fee Charge	-\$7.00		-\$157,450.92
12/17/2015	CHECK #41955	-\$3,355.44		-\$160,806.36
12/17/2015	CHECK #16582	-\$2,595.95		<b>-\$163,402.</b> 31
12/17/2015	CHECK #16492	-\$360.00		-\$163,762.31
12/17/2015	CHECK #1970	-\$150.00		-\$163,912.31
1 <b>2/17/</b> 2015	CHECK #16607	-\$126.00		-\$164,038.31
12/17/2015	Daily OD Fee Charge	-\$7.00		-\$164,045,31
12/18/2015	TRANSFER FROM 5220001198 PER CUST REQ		\$350,000.00	\$185,954.69
12/18/2015	CHECK #16626	-\$126.00		\$185,828.69
12/21/2015	CORRECTION OF TRANSFER MADE 12 /18/15 TRANSFER WAS POSTED TO THE WRONG ACCOUNT	-\$350,000.00		<b>-\$164</b> ,171.31
12/21/2015	CHECK #16633	<b>-</b> \$2,653.85		-\$166,825.16
1 <b>2/2</b> 1/2015	CHECK #16631	-\$2,491.38		-\$169,316.54
12/21/2015	CHECK #16632	-\$1,329.13		<b>-</b> \$17 <b>0</b> ,645.67
12/21/2015	CHECK #16622	-\$9,668.10		<b>-\$180,3</b> 13.77
12/21/2015	CHECK #16621	-\$2,500.00		<b>-\$1</b> 82 <b>,</b> 813.77
12/21/2015	CHECK #16623	-\$1,162.50		<b>-\$183,</b> 976 <i>,</i> 27
12/21/2015	CHECK #16610	-\$710,47		-\$184,686.74
12/21/2015	CHECK #16627	-\$360.00		-\$185,046.74
12/22/2015	DEPOSIT		<b>\$1,555.52</b>	-\$183,491.22
12/22/2015	CHECK #16500	-\$2,629.77		-\$186,120.99
12/22/2015	CHECK #16612	<b>-\$</b> 626.70		-\$186,747,69
12/22/2015	CHECK #16615	-\$241.80		-\$186,989.49
12/22/2015	CHECK #16611	-\$187.11		-\$187,176.60



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Transaction Activity (continued)	Transaction	Activity	(continued)
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Transaction Activ	ny (continued)			
Transaction Date	Description	Debits	Credits	Balance
12/22/2015	CHECK #16617	-\$158,50		-\$187,335.10
12/23/2015	TRANSFER FROM 5220001550 PER CUST REQ		\$560,000.00	\$372,664.90
12/23/2015	TRANSFER FROM 3802654801 PER CUS REQ		\$440,000.00	\$812,664.90
12/23/2015	OUTGOING WIRE,SKYLAND INTERNAT JONAL LIMITED,HSBC USA,,225105	-\$115,174.50		\$697,490.40
12/23/2015	CHECK #16663	-\$7,000.00		\$690,490.40
12/23/2015	CHECK #16644	-\$2,500.00		\$687,990.40
12/23/2015	CHECK #16646	-\$1,500.00		\$686,490.40
12/23/2015	CHECK #16654	-\$1,000.00		\$685,490.40
12/23/2015	CHECK #16616	-\$23,018.79		\$662,471.61
12/23/2015	CHECK #16656	-\$15,000.00		\$647,471,61
12/23/2015	CHECK #16635	-\$5,000.00		\$642,471.61
12/23/2015	CHECK #41986	-\$1,472.08		\$640,999.53
12/23/2015	CHECK #41994	-\$1,125.81		\$639,873.72
12/23/2015	CHECK #16613	-\$704.35		\$639,169.37
12/23/2015	CHECK #16650	-\$500.00		\$638,669.37
12/23/2015	CHECK #16618	-\$369.61		\$638,299.76
12/23/2015	CHECK #16606	-\$126.00		<b>\$6</b> 38,173 <b>.7</b> 6
12/23/2015	CHECK #16605	-\$126.00		\$638,047.76
12/24/2015	Chetrit Gr004Jlp TAXIMPOUN	-\$14,216.05		\$623,831.71
12/24/2015	CHECK #16647	-\$10,000.00		<b>\$6</b> 13,831. <b>7</b> 1
12/24/2015	CHECK #16640	-\$10,000.00		\$603,831.71
12/24/2015	CHECK #16643	-\$10,000.00		\$593,831.71
12/24/2015	CHECK #16653	-\$5,000.00		\$588,831,71
12/24/2015	CHECK#16639	-\$5,000.00		\$583,831.71
12/24/2015	CHECK #16634	-\$5,000.00		\$578,831.71
12/24/2015	CHECK#16601	-\$5,000.00		\$573,831.71
12/24/2015	CHECK #16655	-\$5,000.00		\$568,831.71
12/24/2015	CHECK #16619	<i>-</i> \$3,165.56		\$565,666.15
12/24/2015	CHECK #41993	-\$908.69		\$564,757.46
12/24/2015	CHECK #16645	-\$500.00		<b>\$</b> 564,25 <b>7.</b> 46
12/24/2015	CHECK #16620	-\$223.81		\$564,033.65
12/28/2015	Chetrit Group L BILLING	-\$59.25		<b>\$563,974.</b> 40
12/28/2015	CHECK #16664	-\$20,000.00		\$543,974.40
12/28/2015	CHECK #16666	-\$60,509.94		\$483,464.46
12/28/2015	CHECK #16651	-\$15,000.00		\$468,464.46
12/28/2015	CHECK #16638	-\$10,000.00		\$458,464.46



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Transaction Activi	ity (continued)		·	
Transaction Date	Description	Debits	Credits	Balance
12/28/2015	CHECK #41977	-\$3,355.45		\$455,109.01
12/28/2015	CHECK #41990	-\$1,529,85		\$453,579.16
12/28/2015	CHECK #16591	-\$1,200.00		\$452,37 <b>9</b> .16
12/28/2015	CHECK #41988	-\$1,200.00		\$451,179.16
12/28/2015	CHECK #41985	-\$1,056.40		\$450,122.76
12/28/2015	CHECK #16592	-\$1,050.00		\$449,072.76
12/28/2015	CHECK #41979	-\$1,001.46		\$448,071.30
12/28/2015	CHECK #41984	-\$817.88		\$447,253.42
12/28/2015	CHECK #16662	-\$102.07		\$447,151.35
12/2 <b>9/20</b> 15	AMEX EPayment ACH PMT	-\$4,617.95		\$442,533.40
12/2 <b>9/</b> 2015	CHECK #16641	-\$50,000.00		\$392,533.40
12/29/2015	CHECK #16665	-\$25,000.00		\$367,533.40
12/29/2015	CHECK #16648	-\$10,000.00		\$357,533.40
12/29/2015	CHECK #16649	-\$7,500.00		\$350,033.40
12/29/2015	CHECK #41981	-\$6,715.71		\$343,317.69
12/29/2015	CHECK #41995	-\$2,661.99		\$340,655.70
12 <b>/</b> 29/2015	CHECK #41987	-\$2,202.35		\$338,453,35
12/29/2015	CHECK #41967	-\$2,202.35		\$336,251,00
12/29/2015	CHECK #41989	-\$1,484.50		\$334,766.50
12/29/2015	CHECK #41983	-\$353.63		\$334,412.87
12/29/2015	CHECK #41991	-\$150.00		\$334,262.87
12/29/2015	CHECK #16614	-\$25.00		\$334,237.87
12/29/2015	CHECK #16661	-\$500,000.00		-\$165,762.13
12/30/2015	CHECK #41992	-\$1,894.38		-\$167,656.51
12/30/2015	CHECK #16660	-\$1,800.00		-\$169,456.51
12/30/2015	CHECK #16624	<b>-</b> \$1,209.80		-\$170,666.31
12/30/2015	CHECK #41982	-\$1,004.71		-\$171,671.02
12/31/2015	CHECK #41980	-\$2,536.36		-\$174,207.38
12/31/2015	CHECK #16657	-\$679.89		-\$174,887.27
12/31/2015	CHECK #16825	-\$136.00		-\$175,023.27
12/31/2015	ATM SURCHARGE REBATE		<b>\$54.74</b>	-\$174,968.53
12/31/2015	Ending Balance			-\$174,968.53
Debits				Amount
Date	Description			-\$1,487.60
12/01/2015	MBFS.COM AUTO PAY			-\$7.00
12/01/2015	Daily OD Fee Charge			-ψι του



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#### **ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)**

Debits (continu	ued)	
Date	Description	Amount
12/02/2015	Daily OD Fee Charge	-\$7.00
12/03/2015	Daily OD Fee Charge	-\$7 <b>.</b> 0Q
12/04/2015	PER CLIENT REQUEST TRANSFER TO ACCOUNT ENDING IN 1550	-\$163,975.99
12/04/2015	ALL WAYS FOR2618 DEBITS	-\$475.00
12/09/2015	AMEX EPayment ACH PMT	-\$21,422.23
12/09/2015	NYC FINANCE PARKINGTKT	-\$115.00
12/09/2015	NYC FINANCE PARKINGTKT	-\$60,00
12/10/2015	Chetrit Gr004HUj TAXIMPOUN	-\$14,088.19
12/11/2015	Chetrit Group L BILLING	-\$59.25
12/14/2015	Daily OD Fee Charge	-\$7.00
12/15/2015	MBFS.COM AUTO PAY	-\$1,585.12
12/15/2015	Daily OD Fee Charge	-\$7.00
12/16/2015	Daily OD Fee Charge	-\$7.00
12/17/2015	Daily OD Fee Charge	-\$7,00
1 <b>2/</b> 21/2015	CORRECTION OF TRANSFER MADE 12 /18/15 TRANSFER WAS POSTED TO THE WRONG ACCOUNT	-\$350,000.00
12/23/2015	OUTGOING WIRE, SKYLAND INTERNAT IONAL LIMITED, HSBC USA,, 225105	<b>-\$11</b> 5,174.50
12/2 <b>4/</b> 2015	Chetrit Gr004Jip TAXIMPOUN	-\$14,216.05
12/28/2015	Chetrit Group L BILLING	-\$59.25
12/29/2015	AMEX EPayment ACH PMT	-\$4,617.95
Credits		
Date	Description	Amount
12/04/2015	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 1550	\$300,000.00
12/18/2015	TRANSFER FROM 5220001198 PER CUST REQ	\$350,000.00
12/22/2015	DEPOSIT	\$1,555.52
12/23/2015	TRANSFER FROM 5220001550 PER CUST REQ	\$560,000.00
12/23 <b>/2</b> 015	TRANSFER FROM 3802654801 PER CUS REQ	\$440,000.00
12/31/2015	ATM SURCHARGE REBATE	\$54.74

#### **Checks Cleared**

Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
1966	12/11/2015	\$1,472.08	16492*	12/17/2015	\$360.00
1970*	12/ <b>17/2</b> 015	\$150.00	16494*	12/03/2015	<b>\$3,60</b> 0.00
4196*	12/11/2015	<b>\$</b> 81 <b>7.8</b> 8	16499 <del>*</del>	12/01/2015	\$144.00
16471*	12/04/2015	<b>\$140.</b> 00	1 <b>6</b> 50 <b>0</b>	12/22/2015	\$2,629.77
16475*	12/03/2015	\$4,000.00	16535*	12/07/2015	\$1,200.00
1 <del>64</del> 83*	12/04/2015	\$52.00	16538*	12/03/2015	\$180.00



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Checks Cleared (c	ontinued)				
Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
16550*	12/10/2015	\$520.00	16594	1 <b>2/07/201</b> 5	\$473.34
16551	12/16/2015	\$180.00	16595	12/07/2015	<b>\$1,942.</b> 50
16552	12/01/2015	\$180.00	16596	12/15/2015	\$126.00
16553	12/14/2015	\$126.00	16597	12/09/2015	\$10,000.00
16554	12/02/2015	\$126.00	16598	12/16/2015	\$126.00
16560*	1 <b>2/</b> 10/2015	\$126.00	16599	12/11/2015	\$611.19
16561	12/03/2015	\$126.00	16600	12/11/2015	\$833.33
16563*	12/04/2015	\$126.00	16601	12/24/2015	<b>\$5,000.00</b>
16564	12/04/2015	\$1,800.00	16603*	12/14/2015	<b>\$2,500.0</b> 0
16565	12/09/2015	\$5,000.00	16604	12/10/2015	\$5,000.00
16566	12/07/2015	\$707.79	16605	12/23/2015	\$126.00
16568*	12/07/2015	\$326.89	16606	12/23/2015	\$126.00
16569	12/08/2015	\$165.80	16607	12/17/2015	\$126.00
16571*	12/07/2015	\$736.87	16608	12/15/2015	\$10,000.00
16572	12/07/2015	\$59.28	16609	12/14/2015	\$1,500.00
16573	12/09/2015	\$1,735.95	16610	12/21/2015	\$710.47
16574	12/08/2015	\$2,346.74	16611	12/22/2015	\$187.11
16575	12/09/2015	\$586.89	16612	12 <b>/22/20</b> 15	\$626.70
16576	12/09/2015	\$586,69	16613	12/23/2015	\$704.35
16577	12/09/2015	\$2,346.74	16614	12/29/2015	\$25.00
16581*	12/03/2015	\$3,067.64	<b>1</b> 6615	1 <i>2/22/2</i> 015	\$241.80
16582	12/17 <i>1</i> 2015	\$2,595.95	16616	12/23/2015	\$23,018.79
16583	12/08/2015	\$2,202.84	16617	12/22/2015	\$158.50
16585*	12/04/2015	\$180.00	16618`	12/23/2015	\$369.61
16586	12/14/2015	\$25,000.00	<b>16</b> 619	12/24/2015	\$3,165.56
16587	12/11/2015	\$409.68	16620	12/24/2015	\$223.81
16588	12/10/2015	\$173.61	16621	12/21/2015	\$2,500.00
16589	12/10/2015	\$79.56	16622	12/21 <i>/</i> 2015	\$9,668.10
16590	12/07/2015	\$2,500.00	16623	12/21/2015	\$1,162.50
16591	12/28/2015	\$1,200.00	16624	12/30/2015	\$1,209.80
16592	12/28/2015	\$1,050.00	16625	12/31/2015	\$136,00
16593	12/08/2015	\$10,000.00	16626	12/18/2015	\$126.00



41934\*

12/01/2015

\$3,355.45

# December 2015

Reporting Activity 12/01 - 12/31

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## ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

heck Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
16627	12/21/2015	\$360.00	41946*	12/04/2015	\$2,202.35
16631*	12/21/2015	\$2,491.38	41948*	12/08/2015	\$1,529.85
16632	12/21/2015	<b>\$1,329.13</b>	41949	12/01/2015	\$150.00
16633	12/21/2015	\$2,653,85	41950	12/01/2015	<b>\$1,89</b> 4.38
16634	12/24/2015	\$5,000.00	41955*	12/17/2015	\$3,355.44
16635	12/23/2015	\$5,000.00	41956	12/10/2015	\$1,098.78
16638*	12/28/2015	\$10,000.00	41957	12/10/2015	\$1,357.91
16639	12/24/2015	\$5,000.00	41958	12/14/2015	\$1,001.46
16640	<b>12</b> /24/2015	\$10,000.00	41959	12/14/2015	\$2,536.38
16641	12/29/2015	\$50,000.00	41960	12/14/2015	\$6,715.71
16643*	12/24/2015	\$10,000.00	41961	12/14/2015	\$1,004.71
16644	12/23/2015	\$2,500.00	41962	12/11/2015	\$353.63
16645	12/24/2015	\$500.00	41964*	12/11/ <b>2</b> 015	\$1,056.43
16646	12/23/2015	\$1,500.00	41965	12/11/2015	\$972.53
16647	12/24/2015	\$10,000.00	41967*	12/29/2015	\$2,202.35
16648	12/29/2015	\$10,000.00	41968	12/14/2015	\$1,484.50
16649	12/29/2015	\$7,500.00	41969	12/11/2015	\$1,529.85
16650	12/23/2015	\$500.00	41971*	12/14/2015	\$1,894.38
16651	12/28/2015	\$15,000.00	41972	12/11/2015	\$908.69
16653*	12/24/2015	\$5,000.00	41973	12/10/2015	\$1,125.82
16654	12/23/2015	\$1,000.00	41974	12/10/2015	\$348.06
16655	12/24/2015	\$5,000.00	41975	12/14/2015	\$2,661.99
16656	12/23/2015	\$15,000.00	41977*	12/28/2015	\$3,355.45
16657	12/31/2015	\$679.89	41979*	12/28/2015	\$1,001.46
16660*	12/30/2015	\$1,600.00	41980	12/31/2015	<b>\$2,536.3</b> 6
16661	12/29/2015	\$500,000.00	41981	12/29/2015	<b>\$6,715.71</b>
16662	12/28/2015	\$102.07	41982	12/30/2015	\$1,004.71
16663	12/23/2015	\$7,000.00	41983	12/29/2015	\$353,63
16664	12/28/2015	\$20,000.00	41984	12/28/2015	\$817.88
16665	12/29/2015	\$25,000.00	41985	12/28/2015	\$1,056.40
16666	12/28/2015	\$60,509.94	41986	12/23/2015	\$1,472.08
4400 44	40/04/0045	00.055.45	44097	10/00/0015	#0 000 SE

41987

12/29/2015

\$2,202.35



Reporting Activity 12/01 - 12/31

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## ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

Checks Cleared (	continued)
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Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
41988	12/28/2015	\$1,200.00	41992	12/30/2015	\$1,894.38
41989	12/29/2015	\$1,484.50	41993	12/24/2015	\$908.69
41990	12/28/2015	\$1,529,85	41994	12/23/2015	\$1,125.81
41991	12/29/2015	\$150.00	41995	12/29/2015	\$2,661.99

<sup>\*</sup> Indicates skipped check number

#### **Daily Balances**

Date	Amount	Date	Amount	Date	Amount
11/30/2015	-\$112,716.59	1 <b>2/</b> 10/2015	-\$89,963.13	12/22/2015	-\$187,335.10
12/01/2015	-\$119,935.02	12/11/2015	-\$98,987.67	12/23/2015	\$638,047.76
12/02/2015	-\$120,068.02	12/14/2015	-\$145,419.80	12/24/2015	<b>\$564,033.</b> 65
12/03/2015	-\$131,048.66	12/15/2015	-\$157,137.92	12/28 <b>/2</b> 015	<b>\$447,151.</b> 35
12/04/2015	\$0.00	12/16/2015	-\$157,450.92	12/29/2015	-\$165,762.13
12/07/2015	-\$7,946.67	12/17/2015	-\$164,045.31	12/30/2015	-\$171,671.02
12/08/2015	-\$24,191.90	12/18/2015	\$185,828.69	12/31/2015	<b>-</b> \$174,968.53
12/09/2015	-\$66,045.20	12/21/2015	-\$185,046.74		

Service Charge Summary

Description	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0,00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

#### 



**RETURN SERVICE REQUESTED** 

CHETRIT GROUP LLC C/O CHETRIT GROUP LLC 512 FASHION AVE FL 15 NEW YORK NY 10018-4603

### November 2015

Reporting Activity 11/01 - 11/30

Page 1 of 22

#### Contact Us

**(d)** 

Client Services

855-274-2800

(3)

Automated Telephone Banking

855-274-2802



Mailing Address

400 Rella Blvd Montebello, NY 10901



Online Access

https://www.snb.com

#### SUMMARY OF ACCOUNTS

**ACCOUNT TYPE** 

**ACCOUNT NUMBER** 

**ENDING BALANCE** 

ANALYZED BUSINESS CHECKING

XXXXXX4801

-\$112,716.59

New Chip Technology Coming Soon to Your Sterling Debit MasterCard.

Sterling Debit MasterCard will soon feature the latest chip technology, which provides an added layer of security for greater protection against fraud. Chip cards are widely accepted around the globe, making traveling easier and more convenient. Your card will continue to have the traditional magnetic stripe on the back, so you can continue to use it at merchants without chip-enabled terminals.

Look for this new card feature when you receive new or replacement debit cards. Chip debit cards will be provided to replace lost or stolen cards after December 15, 2015. Chip debit cards will be provided for automatic renewals in early 2016. If you have any additional questions concerning yourDebit MasterCard, please contact Client Services and follow the prompts to be connected to a debit card representative:

Business Client Services 855-274-2800 Personal Client Services 855-274-2801

#### ANALYZED BUSINESS CHECKING - XXXXXX4801

#### Account Summary

Date

Description

11/01/2015

**Beginning Balance** 

-\$110,038.10

Average Ledger Balance

\$165,305.34

151 Debit(s) this period

**\$1,255,734.62** 

Average Available Balance

\$165,305.34

6 Credit(s) this period

\$1,253,010.67

11/30/2015

Ending Balance

**-\$112,716.59** 

Service Charges

\$28.00



Reporting Activity 11/01 - 11/30

Page 2 of 22

Transaction Activity						
Transaction Date	Description	Debits	Credits	Balance		
11/01/2015	Beginning Balance			-\$110,038.10		
11/02/2015	Chetrit Gr004DVH TAXIMPOUN	-\$7,458.54		-\$117,496,64		
11/02/2015	MBFS.COM AUTO PAY	-\$1,487.60		-\$118,984,24		
11/02/2015	Chetrit Group L BILLING	<b>-\$3</b> 9,25		-\$119,023.49		
11/02/2015	CHECK #16474	-\$4,000.00		-\$123,023,49		
11/02/2015	CHECK #41912	-\$2,661,99		-\$125,685.48		
11/02/2015	CHECK #41906	-\$2,202.35		-\$127,887.83		
11/02/2015	CHECK #41907	-\$1,484.50		-\$129,372,33		
11/02/2015	CHECK #16441	-\$1,200.00		-\$130,572,33		
11/02/2015	CHECK #16442	-\$1,050.00		-\$131,622.33		
11/02/2015	CHECK #16473	-\$1,048.46		-\$132,670.79		
11/02/2015	CHECK #256	-\$1,001.46		-\$133,672.25		
11/02/2015	CHECK #16465	-\$250,00		-\$133,922.25		
11/02/2015	Daily OD Fee Charge	<b>-\$7.0</b> 0		-\$133,929.25		
11/03/2015	CHECK #41913	-\$17,502.21		-\$151,431.46		
11/03/2015	CHECK #41896	<b>-\$3,093.1</b> 3		-\$154,524.59		
11/03/2015	CHECK #41900	-\$2,536.38		-\$157,060.97		
11/03/2015	CHECK #41902	-\$1,004.71		-\$158,065.68		
11/03/2015	CHECK #16398	-\$1,000.00		-\$159,065.68		
11/03/2015	CHECK #16472	<b>-</b> \$536.04		-\$159,601.72		
11/03/2015	CHECK #16446	-\$500.00		<b>-\$</b> 16 <b>0,101.7</b> 2		
11/03/2015	CHECK #16466	-\$250.00		-\$160,351.72		
11/03/2015	CHECK #16458	-\$52.00		-\$160,403.72		
11/03/2015	Daily OD Fee Charge	-\$7.00		<b>-\$160,410.7</b> 2		
11 <i>/</i> 04/2015	CHECK #16391	-\$10,000.00		-\$170,410.72		
11/04/2015	CHECK #41901	-\$6,793. <b>60</b>		-\$177,204.32		
11/04/2015	CHECK #16449	-\$1,209.80		-\$178,414.12		
11/04/2015	CHECK #16445	-\$925.00		-\$179,339.12		
11/04/2015	CHECK #16476	-\$500.00		-\$179,839.12		
11/04/2015	CHECK #16447	<b>-\$</b> 500 <b>.</b> 00		-\$180,339.12		
11/04/2015	CHECK #1909	-\$1 <b>50.0</b> 0		-\$180,489.12		
11/04/2015	Daily OD Fee Charge	-\$7.00		-\$180,496.12		
11/05/2015	TRNS FROM AC 5220001550 PER MEYER CHETRIT		\$350,000.00	\$169,503.88		
11/05/2015	OUTGOING WIRE, SLY LAND INTERNA TIONAL LIMITED, HSBC USA,, 96660	-\$90,254.79		\$79,249.09		
11/05/2015	CHECK #16480	-\$1,000.00		\$78,249.09		
11/05/2015	CHECK #16469	-\$900.00		<b>\$77,349.</b> 09		



Reporting Activity 11/01 - 11/30

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### **ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)**

#### **Transaction Activity (continued)**

Transaction Date	Description	Debits	Credits	Balance
11/05/2015	CHECK #16470	-\$900.00		\$76,449.09
11/06/2015	CHECK #16399	-\$560.00		\$75,889.09
11/06/2015	CHECK #16479	-\$126.00		<b>\$75,763.</b> 09
11/09/2015	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 6896		\$28.33	<b>\$75,791.42</b>
11/09/2015	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 5439		\$273.32	\$76,064.74
11/09/2015	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 4970		\$109.12	\$76,173.86
11/09/2015	CHECK #16488	-\$1,417,50		\$74,756.36
11/09/2015	CHECK #16489	-\$837.00		<b>\$7</b> 3,919.36
11/09/2015	CHECK #16477	-\$126.00		\$73,793.36
11/10/2015	CHECK #16490	-\$603.33		\$73,190.03
11/10/2015	CHECK #16444	-\$180.00		\$73,010.03
11/12/2015	INCOMING WIRE,775 COLUMBUS LLC ,NEW YORK COMMERCIA,,17510373		\$877,500.00	\$950,510.03
11/12/2015	Chetrit Gr004ETk TAXIMPOUN	-\$14,007.35		\$936,502.68
11/12/2015	CHECK #16485	-\$3,000.00		\$933,502.68
11/12/2015	CHECK #16375	-\$1,800.00		\$931,702.68
11/12/2015	CHECK #16491	-\$1,800.00		\$929,902.68
11/12/2015	CHECK #16468	<b>-</b> \$544.38		\$929,358.30
11/12/2015	CHECK #16345	-\$500.00		\$928,858.30
11/13/2015	DEPOSIT		\$25,099.90	\$953,958.20
11/13/2015	Chetrit Group L BILLING	<b>-\$</b> 59,25		\$953,898.95
11/13/2015	CHECK #16519	-\$319,81	•	\$953,579.14
11/13/2015	CHECK #21916	-\$1,586.55		\$951,992.59
11/13/2015	CHECK	-\$1,529.85		\$950,462.74
11/13/2015	CHECK #41925	-\$1,253.93		\$949,208.81
11/13/2015	CHECK	-\$1,098.76		\$948,110.05
11/13/2015	CHECK #1923	-\$1,056.42		\$947,053.63
11/13/2015	CHECK #41922	<b>-\$</b> 817 <b>.87</b>		\$946,235.76
11/13/2015	CHECK	-\$429.59		\$945,806.17
11/13/2015	CHECK #41921	-\$353.64		\$945,452.53
11/13/2015	CHECK #16478	-\$126.00		\$945,326.53
11/16/2015	MBFS.COM AUTO PAY	-\$1,585.12		\$943,741.41
11/16/2015	CHECK #16521	-\$1,500.00		\$942,241.41
11/16/2015	CHECK #41933	-\$2,661.99		\$939,579.42
11/16/2015	CHECK #41931	-\$1,125.82		\$938,453.60



Reporting Activity 11/01 - 11/30

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Transaction Activ	ity (continued)			
Transaction Date	Description	Debits	Credits	Balance
11/16/2015	CHECK #41917	-\$1,001.45		\$937,452.15
11/16/2015	CHECK #41932	-\$361.03		\$937,091.12
11/16/2015	CHECK #16520	-\$360.00		\$936,731.12
11/17/2015	AMEX EPayment ACH PMT	-\$10,925.32		\$925,805.80
11/17/2015	CHECK #16523	<b>-</b> \$4,500.00		\$921,305.80
11/17/2015	CHECK #16487	-\$6,000.00		\$915,305.80
11/17/2015	CHECK #41926	-\$2,202.36		\$913,103.44
11/17/2015	CHECK #41930	-\$1,894.38		\$911,209.06
11/17/2015	CHECK #4927	-\$1,484.50		\$909,724.56
11/17/2015	CHECK #16497	-\$780.00		\$908,944.56
11/17/2015	CHECK #16513	<b>-\$235,2</b> 5		\$908,709.31
11/17/2015	CHECK #41929	-\$150,00		\$908,559.31
11/17/2015	CHECK #16503	<b>-\$116.2</b> 5		\$908,443,06
11/17/2015	CHECK #16504	-\$116.25		\$908,326.81
11/17/2015	CHECK #16481	-\$52.00		<b>\$908,274.8</b> 1
11/18/2015	PER CLIENT REQUEST TRANSFER TO ACCENDING IN 1198	COUNT -\$877,500.00		\$30,774.81
11/18/2015	CHECK #41914	-\$3,216.80		\$27,558.01
11/18/2015	CHECK #41918	-\$2,536.38		\$25,021.63
11/18/2015	CHECK #16522	-\$1,000.00		\$24,021.63
11/18/2015	CHECK #16510	-\$736.87		\$23,284.76
11/18/2015	CHECK #16505	-\$707.79		\$22,576.97
11/18/2015	CHECK #16502	<b>-</b> \$626.70		\$21,950.27
11/18/2015	CHECK #16498	-\$585.00		\$21,365,27
11/18/2015	CHECK #16496	-\$360.00		\$21,005.27
11/18/2015	CHECK #16506	-\$326.89		\$20,678.36
11/18/2015	CHECK #16518	<b>-</b> \$116.66		<b>\$20</b> ,561.72
11/19/2015	CHECK #41919	-\$6,793.60		<b>\$13,768.12</b>
11/19/2015	CHECK #16501	-\$5,000.00	-	\$8,7 <b>68.</b> 12
11/19/2015	CHECK #16515	-\$1,806.32		<b>\$6,961.8</b> 0
11/19/2015	CHECK #16507	-\$1,334.58		<b>\$5,627.22</b>
11/19/2015	CHECK #16514	<b>-\$712.30</b>		<b>\$</b> 4,914.92
11/19/2015	CHECK #16511	-\$327.46		<b>\$4,</b> 587.46
11/19/2015	CHECK #16517	-\$226.68		<b>\$4,</b> 360.78
11/19/2015	CHECK #16314	-\$180.00		<b>\$4,</b> 180.78
11/19/2015	CHECK #16495	-\$102.00		\$4,078.78
11/19/2015	CHECK #16516	-\$81.33		<b>\$3,</b> 997.45



CHECK #41951

CHECK #41942

CHECK #16493

CHECK #16545

**CHECK #24936** 

CHECK #41945

CHECK #41943

CHECK #41944

CHECK #16544

Chetrit Gr004Glk TAXIMPOUN

AMEX EPayment ACH PMT

Chetrit Group L BILLING

11/25/2015

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11/27/2015

**Transaction Activity (continued)** 

## November 2015

Reporting Activity 11/01 - 11/30

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#### **ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)**

Transaction Date	Description	Debits	Credits	Balance
11/19/2015	CHECK #16482	-\$52.00		\$3,945.45
<b>11/19/</b> 2015	CHECK #16512	-\$46.51		\$3,898.94
11/20/2015	CHECK #16509	-\$3,066.80		\$832.14
11/20/2015	CHECK #16429	-\$750.00		\$82.14
11/20/2015	CHECK #16531	<b>-\$5,833.3</b> 3		-\$5,751.19
11/20/2015	CHECK #16425	<b>-\$260.00</b>		-\$6,011.19
11/23/2015	CHECK #16525	-\$5,000.00		<b>-</b> \$11,011.19
11/23/2015	CHECK #16530	-\$2,500.00		-\$13,511.19
11/23/2015	CHECK #16529	-\$2,261.80		<b>-</b> \$15, <b>7</b> 72.99
11/23/2015	CHECK #16534	-\$750.00		<b>-</b> \$16,522, <del>9</del> 9
11/23/2015	CHECK #16524	-\$555.99		-\$17,078.98
11/23/2015	CHECK #16539	-\$108.41		-\$17,187.39
11/24/2015	CHECK #16549	-\$10,000,00		-\$27,187,39
11/24/2015	CHECK #16556	-\$1,404.38		-\$28,591.77
11/24/2015	CHECK #16527	-\$23,018.79		-\$51,610.56
11/24/2015	CHECK #16542	<b>-\$2,</b> 399.06		-\$54,009,62
11/24/2015	CHECK #16528	-\$780.00		-\$54,789.62
11/24/2015	CHECK #16537	-\$360.00		-\$55,149.62
11/24/2015	CHECK #16486	-\$360.00		-\$55,509.62
11/25/2015	CHECK #16559	-\$1,287.20		-\$56,796,82
11/25/2015	CHECK #16533	-\$1,050,00		<b>-\$57,846.82</b>
11/25/2015	CHECK #16558	-\$321.36		-\$58,168.18
11/25/20 <b>1</b> 5	CHECK #16526	-\$1,209.80		-\$59,377,98
11/25/2015	CHECK #21935	-\$1,098,76		-\$60,476.74
11/25/2015	CHECK #16547	-\$1,000.00		-\$61,476.74

-\$827.74

-\$817.88

-\$360.00

-\$335,00

-\$14,157.89

-\$4,489.88

-\$1,727.25

-\$1,253.94

-\$1,056.42

-\$3,066.80

-\$852.22

-\$60.25

-\$62,304,48

-\$63,122.36

-\$63,482.36

-\$63,817.36

-\$77,975.25

-\$82,465.13

-\$82,525.38

-\$84,252.63

-\$85,506.57

-\$86,562.99

-\$87,415.21

-\$90,482.01



Reporting Activity 11/01 - 11/30

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Transaction Activity (continued)					
Transaction Date	Description	Debits	Credits	Balance	
11/27/2015	CHECK #16532	-\$1,200.00		-\$91,682.01	
11/27/2015	CHECK #16557	-\$909.93		<b>-</b> \$92,591.94	
11/27/2015	CHECK #16541	-\$787.92		-\$93,379.86	
11/27/2015	CHECK #41953	-\$361,03		-\$93,740.89	
11/27/2015	CHECK #16540	-\$185.49		-\$93,926.38	
11/27/2015	CHECK #16546	-\$179.10		-\$94,105.48	
11/27/2015	CHECK #16555	-\$126.00		-\$94,231.48	
11/30/2015	CHECK #41939	-\$6,724.37		-\$100,955.85	
11/30/2015	CHECK #41954	-\$2,661.99		-\$103,617.84	
11/30/2015	CHECK #4193B	-\$2,536.37		-\$106,154.21	
11/30/2015	CHECK #41947	-\$1,484.50		-\$107,638.71	
11/30/2015	CHECK #41952	-\$1,125.82		-\$108,764.53	
11/30/2015	CHECK #41940	-\$1,004.71		- <b>\$1</b> 09,7 <b>69.24</b>	
11/30/2015	CHECK #41920	-\$1,004.71		-\$110,773.95	
11/30/2015	CHECK #299	-\$1,001.46		-\$111,775.41	
11/30/2015	CHECK #16543	-\$474.02		-\$112,249.43	
11/30/2015	CHECK #41941	-\$353.62		-\$112,603.05	
11/30/2015	CHECK #16536	-\$180.00		-\$112,783.05	
11/30/2015	Daily OD Fee Charge	-\$7.00		<b>-</b> \$112,790.05	
11/30/2015	ATM SURCHARGE REBATE		<b>\$73.46</b>	-\$112,716.59	
11/30/2015	Ending Balance			-\$112,716.59	
Debits					
Date	Description			Amount	
11/02/2015	Chetrit Gr004DVH TAXIMPOUN			<b>-\$7,</b> 458.54	
11/02/2015	MBFS.COM AUTO PAY			-\$1,487.60	
11/02/2015	Chetrit Group L BILLING			-\$39,25	
11/02/2015	Daily OD Fee Charge			- <b>\$7.</b> 00	
11/03/2015	Daily OD Fee Charge			-\$7.00	
11/0 <del>4</del> /2015	Daily OD Fee Charge			-\$7.00	
11/05/2015	OUTGOING WIRE, SLY LAND INTERNAT		-\$90,254. <b>79</b>		
11/12/2015	Chetrit Gr004ETk TAXIMPOUN			-\$14,007.35	
11/13/2015	Chetrit Group L BILLING			-\$59.25	
11/16/2015	MBFS,COM AUTO PAY		<b>-\$1,</b> 585.12		
11/17/2015	AMEX EPayment ACH PMT			<b>-\$10,925.32</b>	
11/18/2015	PER CLIENT REQUEST TRANSFER TO A	ACCOUNT ENDING IN 1198		-\$877,500.00	
11/27/2015	Chetrit Gr004Glk TAXIMPOUN			-\$14,157.89	



Reporting Activity 11/01 - 11/30

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## ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

Debits (continu	ued)	
Date	Description	Amount
11/27/2015	AMEX EPayment ACH PMT	-\$4,489.88
11/27/2015	Chetrit Group L BILLING	-\$60.25
11/30/2015	Daily OD Fee Charge	-\$7.00
Credits		A
Date	Description	Amount
11/05/2015	TRNS FROM AC 5220001550 PER MEYER CHETRIT	\$350,000.00
11/09/2015	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 6896	<b>\$</b> 28.33
11/09/2015	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 5439	\$273.32
11/09/2015	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 4970	\$109.12
11/12/2015	INCOMING WIRE,775 COLUMBUS LLC ,NEW YORK COMMERCIA,, 17510373	\$877,500.00
11/13/2015	DEPOSIT	\$25,099.90
11/30/2015	ATM SURCHARGE REBATE	\$73.46

#### **Checks Cleared**

Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
0	11/13/2015	\$1,529.85	1 <b>64</b> 45	11/04/2015	\$925.00
0*	11/13/2015	\$1,098.76	16446	11/03/2015	\$50 <b>0.00</b>
0*	11/13/2015	\$429.59	16447	11/04 <b>/20</b> 15	<b>\$500.0</b> 0
256*	11/02/2015	\$1,001.46	16449*	11/04/2015	\$1,209.80
299*	11/30/2015	<b>\$1,001.</b> 46	16458*	11/03/2015	\$52.00
1909*	11/04/2015	\$150.00	16465*	<b>11/02/20</b> 15	\$250.00
1923*	11/13/2015	\$1,056.42	16466	11/03/2015	\$250.00
4927*	11/17/2015	<b>\$1,484.5</b> 0	16468*	11/12/2015	\$544.38
16314* /	11/19/2015	\$180.00	16469	11/05/2015	\$900.00
16345*	11/12/2015	\$500.00	16470	11/05/2015	\$900,00
16375*	11/12/2015	\$1,800.00	16472 <b>"</b>	11/03/2015	<b>\$</b> 53 <b>6.0</b> 4
16391*	11/04/2015	\$10,000.00	16473	11/02/2015	\$1,048.46
16398*	11/03/2015	\$1,000.00	16474	11/02/2015	\$4,000,00
16399	11/06/2015	\$560.00	16476*	11/04/2015	\$500.00
16425*	11/20/2015	\$260,00	16477	11/09/2015	\$126.00
16429*	11/20/2015	\$750.00	16478	11/13/2015	\$126.00
16441*	11/02/2015	\$1,200.00	16479	11/06/2015	\$126.00
16442	11/02/2015	\$1,050.00	16480	<b>11/05/20</b> 15	\$1,000.00
16444*	11/10/2015	\$180.00	16481	11/17 <b>/</b> 2015	\$52.00



Reporting Activity 11/01 - 11/30

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## ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

Checks Cleared (continued)					
Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
16482	11/19/2015	\$52.00	16521	11/16/2015	<b>\$1,500.</b> 00
16485*	11/12/2015	\$3,000.00	16522	11/18/2015	\$1,000.00
1 <b>64</b> 86	11/24/2015	\$360.00	16523	11/17/2015	\$4,500.00
16487	11/17/2015	\$6,000.00	16524	11/23/2015	\$555.99
16488	11/09/2015	\$1,417.50	16525	11/23/2015	<b>\$5,00</b> 0.00
16489	11/09/2015	\$837.00	16526	11/25/2015	\$1,209.80
16490	11/10/2015	<b>\$603.3</b> 3	16527	11/24/2015	\$23,018.79
1649 <b>1</b>	11/12/2015	\$1,800.00	16528	11/24/2015	\$780,00
16493*	11/25/2015	\$360-00	16529	11/23/2015	\$2,261.80
16495*	* 11/19/2015	\$102.00	16530	11/23/2015	\$2,500.00
16496	11/18/2015	\$360.00	16531	11/20/2015	\$5,833.33
16497	11/17/2015	\$780.00	16532	11/27/2015	<b>\$1,</b> 200.00
16498	11/18/2015	\$585.00	16533	11/25/2015	\$1,050.00
16501*	11/19/2015	\$5,000.00	16534	11/23/2015	\$750.00
16502	11/18/2015	\$626,70	16536*/	11/30/2015	\$180.00
16503	11/17/2015	<b>\$116.25</b>	16537	11/24/2015	\$360.00
1 <del>6</del> 504	11/17/2015	\$116.25	16539*	11/23/2015	<b>\$108.4</b> 1
16505	11/18/2015	\$707.79	16540	11/27/2015	\$185.49
16506	11/18/2015	\$326.89	16541	11/27/2015	\$787,92
16507	11/19/2015	\$1,334.58	16542	11/24/2015	\$2,399.06
16509*	11/20/2015	\$3,066.80	16543	11/30/2015	\$474.02
16510	11/18/2015	\$736.87	1654 <del>4</del>	11/27/2015	\$3,066.80
16511	11/19/2015	\$327.46	16545	11/25/2015	\$335.00
16512	11/19/2015	\$46.51	<b>1654</b> 6	11/27 <b>/2</b> 015	\$179.10
16513	11/17 <b>/</b> 2015	\$235.25	16547	11/25/2015	\$1,000.00
16514	11/19/2015	\$712,30	16549*	11/24/2015	\$10,000.00
16515	11/19/2015	\$1,806.32	16555*	1 <b>1/27/</b> 2015	\$126.00
16516	1 <b>1/19/</b> 2015	\$81.33	16556	11/24/2015	\$1,404.38
16517	11/19/2015	\$226.68	16557	11/27/2015	\$909.93

\$116.66

\$319.81

\$360.00

16518

16519

16520

11/18/2015

11/13/2015

11/16/2015

16558

16559

21916\*

11/25/2015

11/25/2015

11/13/2015

\$321.36

\$1,287.20

\$1,586.55



Reporting Activity 11/01 - 11/30

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#### ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

Checks Cleared (continued)						
Check Numb	er Check Da	te Check Amount	Check Number	Check Date	Check Amount	
219	35* 11 <i>/25/</i> 20	15 \$1,098.76	41929*	11/17/2015	\$150.00	
249	36 <b>*</b> 11/27/20	15 \$1,727.25	41930	11/17/2015	\$1,894.38	
418	96* 11/03/20	15 \$3,093.13	41931	11/16/2015	\$1,125.82	
419	00* 11/03/20	15 \$2,536.38	41932	11/16/2015	\$361.03	
419	01 11/04/20	15 \$6,793.60	41933	11/16/2015	\$2,661.99	
4190	02 11/03/20	15 \$1,004.71	41938*	11/30/2015	\$2,536.37	
4196	06* 11/02 <b>/</b> 20	15 \$2,202.35	41939	11/30/2015	\$6,724.37	
4190	07 11/02/20	15 \$1,484.50	41940	11/30/2015	\$1,004.71	
419	12* 11/02/20	15 \$2,661.99	41941	11/30/2015	\$353.62	
419	13 11/03/20	15 \$17,502.21	41942	11/25/2015	\$81 <b>7.88</b>	
419	14 11/18/20 <sup>-</sup>	15 \$3,216.80	41943	11/27/2015	\$1,056.42	
4191	1 <b>7*</b> 11/16/20	\$1,001.45	41944	11/27/2015	\$852.22	
4191	18 11/18 <i>[</i> 20	\$2,536.38	41945	11/27/2015	\$1,253.94	
<b>41</b> 91	19 11/19/20 <sup>-</sup>	5 \$6,793.60	41947*	11/30/2015	\$1,484.50	
4192	20 11/30/201	5 \$1,004.71	41951*	11/25/2015	\$827.74	
4192	21 11/13/201	5 \$353.64	41952	11/30/2015	* <b>\$1,</b> 125.82	
4192	22 11/13/201	5 \$817.87	41953	11/27/2015	\$361,03	
4192	25* 11/13 <i>[</i> 201	5 \$1,253.93	41954	11/30/2015	\$2,661.99	

<sup>\*</sup> Indicates skipped check number

11/17/2015

41926

#### **Daily Balances**

Date	Amount	Date	Amount	Date	Amount
10/31/2015	-\$110,038,10	11/10/2015	\$73,010.03	11/20/2015	-\$6,011.19
11/02/2015	-\$133,929.25	11/12/2015	\$928,858.30	11/23/2015	-\$17,187.39
11/03/2015	-\$160,410.72	11/13/2015	\$945,326.53	11/24/2015	-\$55,509.62
11/04/2015	-\$180,496.12	11/16/2015	\$936,731.12	11/25/2015	-\$63,817.36
11/05/2015	\$76,449.09	11/17/2015	\$908,274.81	11 <i>1</i> 27/2015	-\$94,231.48
11/06/2015	<b>\$75,763.0</b> 9	11/18/2015	\$20,561.72	11/30/2015	-\$112,716.59
11/09/2015	\$73,793.36	11/19/2015	\$3,898.94		

\$2,202,36

Service Charge Summary

Description	Amount
	\$0.00



Montebello, NY 10901

#### RETURN SERVICE REQUESTED

CHETRIT GROUP LLC C/O CHETRIT GROUP LLC 512 FASHION AVE FL 15 NEW YORK NY 10018-4603

## October 2015

Reporting Activity 10/01 - 10/31

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#### Contact Us

**(d)** 

Client Services

855-274-2800

(3)

Automated Telephone Banking

855-274-2802

Mail

Mailing Address

400 Relia Blvd Montebello, NY 10901



Online Access

https://www.snb.com

### SUMMARY OF ACCOUNTS

ACCOUNT TYPE ACCOUNT NUMBER ENDING BALANCE
ANALYZED BUSINESS CHECKING XXXXXX4801 -\$110,038.10

#### **ANALYZED BUSINESS CHECKING - XXXXXX4801**

#### **Account Summary**

 Date
 Description
 Average Ledger Balance
 \$35,101.35

 10/01/2015
 Beginning Balance
 \$137,767.90
 Average Ledger Balance
 \$35,101.35

 125 Debit(s) this period
 \$251,680.98
 Average Available Balance
 \$34,632.18

1 Credit(s) this period \$3,836.04
Ending Balance -\$110,038.10

Service Charges \$14.00

#### **Transaction Activity**

10/31/2015

Transaction Date	Description	Debits	Credits	Balance
10/01/2015	Beginning Balance			\$13 <b>7</b> ,767.90
10/01/2015	Chetrit Gr0049IE TAXIMPOUN	-\$13,023.21		<b>\$124,744.6</b> 9
10/01/2015	MBFS.COM AUTO PAY	-\$1,487.60		\$123,257.09
10/01/2015	CHECK #41863	<b>-\$1,098.7</b> 8		\$122,158.31
10/01/2015	CHECK #41864	-\$1,463.42		\$120,694.89
10/02/2015	Chetrit Group L BILLING	-\$55.25		\$120,639.64
10/02/2015	CHECK #41870	-\$817.88		<b>\$119,82</b> 1.76
10/02/2015	CHECK #16370	-\$2,500.00		\$117,321.76
10/02/2015	CHECK #41871	<b>-\$1,253</b> .93		\$116,067.83
10/02/2015	CHECK #41877	<b>-\$1,125.</b> 82		\$114,942.01



Reporting Activity 10/01 - 10/31

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Transaction Date	Description	Debits	Credits	Balance
10/02/2015	CHECK #41869	-\$353.64		\$114,588.37
10/05/2015	CHECK #41867	-\$6,793.59		\$107,794.78
10/05/2015	CHECK #41862	-\$3,093.13		\$104,701.65
10/05/2015	CHECK #41878	<b>-\$2,661.</b> 98		\$102,039,67
10/05/2015	CHECK #41873	-\$1,484.50		\$100,555,17
10/05/2015	CHECK #41865	-\$1,001.45		\$99,553.72
10/06/2015	CHECK #41875	-\$150,00		\$99,403.72
10/07/2015	CHECK #41874	-\$1,529,85		\$97,873.87
10/08/2015	CHECK #16303	-\$260,00		\$97,613.87
10/08/2015	CHECK #16325	-\$99.90		\$97,513,97
10/09/2015	CHECK #41872	-\$2,202,36		\$95,311.61
10/09/2015	CHECK #41876	-\$1,894.38		<b>\$9</b> 3,417.23
10/13/2015	CHECK #16396	-\$521.90		\$92,895.33
10/13/2015	CHECK #41868	-\$1,004.71		\$91,890.62
10/14/2015	AMEX EPayment ACH PMT	-\$3,757.44		\$88,133.18
10/14/2015	CHECK #16426	-\$5,000.00		\$83,133.18
10/14/2015	CHECK #16394	-\$1,033.50		\$82,099.68
10/14/2015	CHECK #16392	-\$415.12		\$81,684.56
10/14/2015	CHECK #1692	-\$410.00		\$81,274.56
10/14/2015	CHECK #16395	-\$353.62		\$80,920.94
10/14/2015	CHECK #16336	-\$180.00		\$80,740,94
10/15/2015	Chetrit Gr004BDI TAXIMPOUN	-\$12,831.11		\$67,909,83
10/15/2015	MBFS.COM AUTO PAY	-\$1,585.12		<b>\$66,324.7</b> 1
10/15/2015	CHECK #16393	<b>-\$2,</b> 957.05		\$63,367.66
10/15/2015	CHECK #16424	-\$360.00		\$63,007.66
10/15/2015	CHECK #16319	-\$180.00		\$62,827.66
0/16/2015	DEPOSIT		\$3,836.04	\$66,663.70
0/16/2015	Chetrit Group L BILLING	-\$55.25		\$66,608.45
0/16/2015	CHECK #41891	-\$1,529.85		\$65,078.60
0/16/2015	CHECK #41881	-\$1,146.85		<b>\$63,9</b> 31.75
0/16/2015	CHECK #41888	-\$1,253.95		\$62,677.80
0/16/2015	CHECK #41880	-\$1,098.76		\$61,579.04
0/16/2015	CHECK #41887	-\$817.88		\$60,761.16
0/16/2015	CHECK #41886	-\$353.62		\$60,407.54
0/19/2015	STATE FARM RO 08 CPC-CLIENT	-\$1,389.04		\$59,018.50
0/19/2015	CHECK #16406	-\$8,213.12		\$50,805.38
0/19/2015	CHECK #16397	-\$4,000.00		\$46,805.38



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Transaction Act	ivity (continued)				
Transaction Date	e Description		Debits	Credits	Balance
10/19/2015	CHECK #41895		-\$2,662.00		\$44,143.38
10/19/2015	CHECK #41866		-\$2,536.38		\$41,607.00
10/19/2015	CHECK #16420		-\$2,182.39		\$39,424.61
10/19/2015	CHECK #41893		-\$1,894.38		\$37,530,23
10/19/2015	CHECK #16407		-\$1,209.80		\$36,320.43
10/19/2015	CHECK #41894		-\$1,125.82		\$35,194.61
10/19/2015	CHECK #41885		-\$1,004.71		\$34,189.90
10/19/2015	CHECK #41882		-\$1,001.47		\$33,188.43
10/19/2015	CHECK #16329		-\$1,000.00		\$32,188.43
10/19/2015	CHECK #16410		<b>-</b> \$994.37		\$31,194.06
10/19/2015	CHECK #16405		-\$745.01		\$30,449.05
10/19/2015	CHECK #16413		-\$736.87		\$29,712.18
10/19/2015	CHECK #16408		-\$354.89		\$29,357,29
10/19/2015	CHECK #16401		-\$239,81		\$29,117.48
10/19/2015	CHECK #16335		-\$180.00		\$28,937.48
10/19/2015	CHECK #16416		-\$168.75		\$28,768.73
10/19/2015	CHECK #16404		-\$112,50		\$28,656.23
10/19/2015	CHECK #16415		-\$15.19		\$28,641.04
10/20/2015	AMEX EPayment	ACH PMT	-\$4,604.78		\$24,036.26
10/20/2015	CHECK #41884		-\$6,793.60		\$17,242.66
10/20/2015	CHECK #41883		<b>-\$2,536.36</b>		\$14,706.30
10/20/2015	CHECK #41890		-\$1,484.50		\$13,221.80
10/20/2015	CHECK #16421		-\$1,360.24		\$11,861.56
10/20/2015	CHECK #16427		-\$500.00		\$11,361.56
10/20/2015	CHECK #16414		-\$300.39		\$11,061.17
10/2 <b>0/</b> 2015	CHECK #16423		-\$237.57	-	\$10,823.60
10/20/2015	CHECK #16434		-\$225.00		\$10,598.60
10/20/2015	CHECK #16302		-\$200.00		\$10,398.60
10/20/2015	CHECK #41892		-\$150.00		\$10,248.60
10/20/2015	CHECK #16400		-\$149.71		\$10,098.89
10/20/2015	CHECK #16422		-\$9.44		\$10,089.45
10/21/2015	CHECK #16403		-\$1,290.00		\$8,799.45
10/21/2015	CHECK #16409		-\$1,009.22		\$7,790.23
10/21/2015	CHECK #16417		-\$488.68		\$7,301.55
10/21/2015	CHECK #16411		-\$413,00		\$6,888.55
10/21/2015	CHECK #16419		-\$310,00		\$6,578.55
10/22/2015	CHECK #16454		-\$1,732.50		\$4,846.05



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Transaction Activity (con	tinued)
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Transaction Date	Description	Debits	Credits	Balance
10/22/2015	CHECK #16453	-\$380.00		\$4,466.05
10/22/2015	CHECK #16438	-\$3,097.00		\$1,369.05
10/22/2015	CHECK #16430	-\$555.99		\$813.06
10/22/2015	CHECK #16402	-\$5,000,00		-\$4,186,94
10/22/2015	CHECK #41879	-\$3,093.15		-\$7,280.09
10/22/2015	CHECK #16412	-\$3,066.80		-\$10,346.89
10/22/2015	CHECK #41889	-\$2,202.34		-\$12,549. <b>2</b> 3
10/23/2015	CHECK #16440	-\$5,833.33		-\$18,382.56
10/23/2015	CHECK #16460	-\$1,500.00		-\$19,882.56
10/23/2015	CHECK #16448	-\$5,000.00		-\$24,882,56
10/23/2015	CHECK #16436	-\$1,862.44		-\$26,745.00
10/23/2015	CHECK #16373	-\$1,800.00		-\$28,545.00
10/23/2015	CHECK #16437	<b>-\$1</b> 29.18		-\$28,674.18
10/23/2015	CHECK #16435	-\$64.00		<b>-\$28,738.1</b> 8
10/26/2015	CHECK #16439	-\$2,500.00		-\$31,238.18
10/26/2015	CHECK #16432	-\$626.70		-\$31,864.88
10/26/2015	CHECK #16433	-\$473.71		-\$32,338.59
10/26/2015	CHECK #16431	-\$440.28		-\$32,778.87
10/26/2015	CHECK #16315	<b>-\$360</b> .00		<b>-</b> \$33,138.87
10/26/2015	CHECK #16459	-\$126.00		<b>-\$</b> 33,264,87
10/26/2015	CHECK #16457	-\$52.00		-\$33,316.87
10/27/2015	CHECK #16450	-\$23,018.79		-\$56,335.66
10/27/2015	CHECK #16461	- <b>\$</b> 12 <b>,944.0</b> 0		-\$69,279.66
10/27/2015	CHECK #16451	-\$2,600.00		-\$71,879,66
10/27/2015	CHECK #16455	<b>-\$1,</b> 184 <i>.</i> 86		<b>-\$</b> 73,064.52
10/27/2015	CHECK #16463	-\$126.00		-\$73,190.52
10/27/2015	CHECK #16452	-\$126,00		-\$73,316.52
10/28/2015	CHECK #16462	<b>-</b> \$7,601.71		-\$80,918.23
10/29/2015	Chetrit Gr004CRy TAXIMPOUN	-\$12,959.18		-\$93,877.41
10/29/2015	CHECK #16443	-\$3,073.18		-\$96,950.59
10/29/2015	CHECK #16456	-\$1,500.00		-\$98,450.59
10/29/2015	CHECK #16418	-\$1,389.04		~\$99,839.63
10/29/2015	Daily OD Fee Charge	-\$7.00		-\$99,846.63
10/30/2015	Chetrit Group L BILLING	-\$55.25		-\$99,901.88
10/30/2015	CHECK#41903	-\$353.62		-\$100,255.50
10/30/2015	CHECK #41910	-\$1,894.37		-\$102,149.87
10/30/2015	CHECK #41908	-\$1,529.86		-\$103,679.73



Reporting Activity 10/01 - 10/31

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Transaction Act	tivity (continued	0)			
Transaction Dat	e Description		Debits	Credits	Polones
10/30/2015	CHECK #1898	1	-\$1,357.91		Balance -\$105,037.64
10/30/2015	CHECK		-\$1,253.94		-\$106,291.58
10/30/2015	CHECK #4191	1	-\$1,125.82		-\$107,417.40
10/30/2015	CHECK #4189	7	-\$1,098.76		-\$108,516.16
10/30/2015	CHECK #4190	4	-\$817.88		-\$109,334.04
10/30/2015	CHECK #1630	5	-\$500.00		-\$109,834.04
10/30/2015	CHECK #1646	7	-\$250,00	ı	-\$110,084.04
10/30/2015	Daily OD Fee (	Charge	-\$7.00		-\$110,091.04
10/31/2015	ATM SURCHA	RGE REBATE		\$52.94	-\$110,038.10
10/31/2015	Ending Balance	•		· ·	-\$110,038.10
Debits					
Date	Description				Amount
10/01/2015	Chetrit Gr0049lE	TAXIMPOUN			-\$13,023.21
10/01/2015	MBFS.COM	AUTO PAY			-\$1,487.60
10/02/2015	Chetrit Group L	BILLING			-\$55.25
10/14/2015	AMEX EPaymen	t ACH PMT			-\$3,757.44
10/15/2015	Chetrit Gr004BDi TAXIMPOUN				-\$12,831.11
10/15/2015	MBFS.COM	AUTO PAY			-\$1,585.12
10/16/2015	Chetrit Group L	BILLING			-\$55.25
10/19/2015	STATE FARM RO	O 08 CPC-CLIENT		•	<b>-</b> \$1,389. <b>0</b> 4
10/20/2015	AMEX EPayment	: ACH PMT			-\$4,604.78
10/29/2015	Chetrit Gr004CRy				-\$12,959.18
10/29/ <b>2</b> 015	Daily OD Fee Cha	-			<b>-\$7.0</b> 0
10/30/2015	Chetrit Group L B	BILLING			-\$55.25
10/30/2015	Daily OD Fee Cha	arge			-\$7.00
Credits					
Date	Description				Amount
10/16/2015	DEPOSIT				\$3,8 <b>36.0</b> 4
10/31/2015	ATM SURCHARG	E REBATE			\$52.94
Checks Cleared					
Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
0	10/30/2015	\$1,253.94	16302*	10/20/2015	\$200.00
1692*	10/14/2015	\$410.00	16303	10/08/2015	\$260.00
1898*	10/30/2015	\$1,357.91	16305*	10/30/2015	\$500.00



Reporting Activity 10/01 - 10/31

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Checks Cleared (c	ontinued)				
Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
16315*	10/26/2015	\$360.00	16418	10/29/2015	\$1,389.04
16319*	10/15/2015	\$180.00	16419	10/21/2015	\$310.00
16325*	10/08/2015	\$99.90	16420	10/19/2015	\$2,182.39
16329*	10/19/2015	\$1,000.00	16421	10/20/2015	\$1,360.24
1 <b>63</b> 35*	10/19/2015	\$180.00	16422	10/20/2015	\$9.44
16336	10/14/2015	\$180.00	16423	10/20/2015	\$237.57
16370*	10/02/2015	\$2,500.00	16424	10/15/2015	\$360.00
16373*	10/23/2015	\$1,800.00	16426*	10/14/2015	\$5,000.00
16392*	10/14/2015	<b>\$415.12</b>	16427	10/20/2015	\$500.00
16393	10/15/2015	\$2,957.05	16430*	10/22/2015	\$555.99
16394	10/14/2015	\$1,033.50	16431	10/26/2015	\$440.28
16395	10/14/2015	\$353.62	16432	1 <b>0/26</b> /2015	\$626,70
16396	10/13/2015	\$521,90	16433	10/26/2015	\$473.71
16397	10/19/2015	\$4,000.00	16434	10/20/2015	\$225.00
16400*	10/20/2015	\$149.71	16435	10/23/2015	\$64.00
16401	10/19/2015	\$239.81	16436	10/23/2015	\$1,862.44
16402	10/22/2015	\$5,000.00	16437	10/23/2015	<b>\$129</b> ,18
16403	10/21/2015	\$1,290.00	16438	10/22/2015	\$3,097.00
16404	10/19/2015	\$112.50	16439	10/26/2015	\$2,500.00
16405	10/19/2015	\$745.01	16440	10/23/2015	\$5,833.33
16406	10/19/2015	\$8,213.12	16443*	10/29/2015	\$3,073.18
16407	10/19/2015	\$1,209.80	16448*	10/23/2015	\$5,000,00
16408	10/19/2015	\$354.89	16450*	10/27/2015	\$23,018.79
16409	10/21/2015	\$1,009,22	16451	10/27/2015	\$2,600.00
16410	10/19/2015	\$994.37	16452	10/27/2015	\$126.00
16411	10/21/2015	<b>\$413.0</b> 0	16453	10/22/2015	\$380.00
16412	10/22/2015	\$3,066.80	16454	10/22/2015	\$1,732.50
16413	10/19/2015	\$736,87	16455	<b>10</b> /2 <b>7</b> /2015	\$1,184.86
16414	10/20/2015	\$300,39	16456	10/29/2015	\$1,500.00
16415	10/19/2015	\$15.19	16457	10/26/2015	\$52.00
16416	10/19/2015	\$168.75	16459*	10/26/2015	\$126.00
<b>164</b> 17	10/21/2015	\$466.68	16460	10/23/2015	\$1,500.00



Reporting Activity 10/01 - 10/31

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#### **ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)**

Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
16461	10/27/2015	<b>\$12,944.0</b> 0	41880	10/16/2015	\$1,098.76
16462	10/28/2015	\$7,601.71	41881	<b>10/16/2</b> 015	\$1,146.85
16463	10/27/2015	\$126.00	41882	10/19/2015	\$1,001.47
16467*	10/30/2015	<b>\$250.00</b>	41883	10/20/2015	<b>\$2,536,36</b>
41862*	10/05/2015	<b>\$3,09</b> 3.13	41884	10/20/2015	\$6,793.60
41863	10/01/2015	\$1,098.78	41885	10/19/2015	\$1,004.71
41864	10/01/2015	\$1,463.42	41886	10/16/2015	<b>\$3</b> 53.62
41865	10/05/2015	<b>\$1,0</b> 01. <b>4</b> 5	41887	10/16/2015	\$817.88
41866	10/19/2015	\$2,536,38	41888	10/16/2015	\$1,253.95
41867	10/05/2015	<b>\$6,793.</b> 59	41889	10/22/2015	\$2,202.34
41868	10/13/2015	, \$1,004.71	41890	10/20/2015	<b>\$1,</b> 484.50
41869	10/02/2015	\$353.64	41891	10/16/2015	\$1,529.85
41870	10/02/2015	\$817.88	41892	10/20/2015	\$150.00
41871	10/02/2015	\$1,253.93	41893	10/19/2015	\$1,894.38
41872	10/09/2015	\$2,202.36	41894	10/19/2015	<b>\$1</b> ,125.82
41873	10/05/2015	\$1,484.50	41895	10/19/2015	\$2,662.00
41874	10/07/2015	\$1,529.85	41897*	10/30/2015	\$1,098.76
41875	10/06/2015	\$150.00	41903*	10/30/2015	\$353.62
41876	10/09/2015	\$1,894.38	41904	10/30/2015	\$817.88
41877	10/02/2015	\$1,125.82	41908*	10/30/2015	\$1,529,86
41878	10/05/2015	\$2,661.98	41910*	10/30/2015	\$1,894.37
4187 <del>9</del>	10/22/2015	\$3,093.15	41911	10/30/2015	\$1,125.82

<sup>\*</sup> Indicates skipped check number

#### **Daily Balances**

Amount	Date	Amount	Date	Amount	· Date
\$6,578.55	10/21/2015	\$93,417.23	10/09/2015	<b>\$137,767.90</b>	09/30/2015
- <b>\$</b> 12,5 <b>4</b> 9. <b>2</b> 3	10/22/2015	\$91,890,62	10/13/2015	\$120,694.89	10/01/2015
-\$28,738.18	10/23/2015	\$80,740.94	10/14/2015	\$114,588.37	10/02/2015
-\$33,316.87	10/26/2015	\$62,827.66	1 <b>0/</b> 15 <b>/2015</b>	\$99,553.72	10/05/2015
-\$73,316.52	10/27/2015	\$60,407.54	10/16/2015	\$99,403.72	<b>10/06/201</b> 5
-\$80,918.23	10/28/2015	\$28,641.04	10/19/2015	\$97,873.87	10/07/2015
-\$99,846.63	10/29/2015	\$10,089.45	10/20/2015	\$97,513.97	10/08/2015



Reporting Activity 10/01 - 10/31

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## **ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)**

Daily Balances (continued)

Date

**Amount** 

10/30/2015

-\$110,038.10

Service Charge Summary

Description	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0:00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total Service Charge	\$14.00



400 Rella Blvd Montebello, NY 10901

#### RETURN SERVICE REQUESTED

CHETRIT GROUP LLC C/O CHETRIT GROUP LLC 512 FASHION AVE FL 15 NEW YORK NY 10018-4603

# September 2015

Reporting Activity 09/01 - 09/30

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## Contact Us

Client Services

855-274-2800

Automated Telephone Banking

855-274-2802

Mailing Address

400 Rella Blvd Montebello, NY 10901

Online Access

https://www.snb.com

### SUMMARY OF ACCOUNTS

**ACCOUNT TYPE** 

ACCOUNT NUMBER

**ENDING BALANCE** 

ANALYZED BUSINESS CHECKING

XXXXXX4801

\$137,767.90

## ANALYZED BUSINESS CHECKING - XXXXXX4801

#### **Account Summary**

Date

Description

09/01/2015

09/30/2015

**Beginning Balance** 

\$90,561.34

Average Ledger Balance Average Available Balance \$110,574.99 \$110,261.60

119 Debit(s) this period 3 Credit(s) this period

\$407,728.71 \$454,900.82

**Ending Balance** 

\$137,767.90

Service Charges

\$0,00

#### Transaction Activity

I Tansaction Activi	ıty	D.bits	Credits	Balance
Transaction Date	Description	Debits	Ciedita	,
09/01/2015	Beginning Balance			\$90,561.34
09/01/2015	MBFS.COM AUTO PAY	-\$1,487.60		<b>\$8</b> 9, <b>0</b> 73.74
	CHECK #16321	-\$525.00		\$88,548.74
09/01/2015	CHECK #16322	-\$397.14		\$88,151.60
09/01/2015		-\$1,550.00		\$86,601.60
09/01/2015	CHECK #16275	-\$1,209.80	-	\$85,391.80
09/01 <b>/20</b> 15	CHECK #16308	• • •		<b>\$84,391.</b> 80
09/01/2015	CHECK #16267	-\$1,000.00		• •
09/01/2015	CHECK #16299	-\$360.00		\$84,031.80
09/01/2015	CHECK #16310	-\$196.50		<b>\$83,8</b> 35.30
		<b>-\$180</b> .00		\$83,655.30
09/01/2015	CHECK #16313	•		



Reporting Activity 09/01 - 09/30

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Transaction Activity (continued)					
Transaction Date	Description	Debits	Credits	Balance	
09/02/2015	CHECK #41812	-\$2,536.37		\$81,118.93	
09/02/2015	CHECK #16291	-\$109.00		\$81,009.93	
09/03/2015	Chetrit Gr0046MR TAXIMPOUN	-\$13,024.35		<b>\$67,9</b> 85 <b>.58</b>	
09/03/2015	CHECK #41828	-\$1,357.91		\$66,627.67	
09/03/2015	CHECK #41827	-\$1,098.75		\$65,528.92	
09/03/2015	CHECK #16306	-\$5,000.00		<b>\$60,528.92</b>	
09/03/2015	CHECK #41841	-\$1,125.83		\$59,403.09	
09/03/2015	CHECK #41842	-\$361,03		\$59,042.06	
09/03/2015	CHECK #16271	-\$250.00		\$58,792.06	
09/04/2015	Chetrit Group L BILLING	-\$56.25		\$58,735.81	
09/04/2015	CHECK #16333	-\$394.58		\$58,341.23	
09/04/2015	CHECK #41838	-\$1,529.84		\$56,811.39	
09/04/2015	CHECK	-\$817.88		\$55,993.51	
09/04/2015	CHECK #16332	-\$360.00		<b>\$55,6</b> 33.51	
09/04/2015	CHECK	-\$353.62		\$55,279.89	
09/04/2015	CHECK #16330	-\$150.00		\$55,129.89	
09/08/2015	DEPOSIT		\$4,900.82	\$60,030.71	
09/08/2015	AMEX EPayment ACH PMT	-\$2,632.07		\$57,398.64	
09/08/2015	CHECK #41831	-\$6,793.60		\$50,605.04	
09/08/2015	CHECK #16327	-\$4,000.00		\$46,605.04	
09/08/2015	CHECK #16324	-\$3,500.00		\$43,105.04	
09/08/2015	CHECK #41826	-\$3,093.14		\$40,011.90	
09/08/2015	CHECK #41843	-\$2,661,99		\$37,349.91	
09/08/2015	CHECK #41836	-\$2,202.36		\$35,147.55	
09/08/2015	CHECK #4837	-\$1,484.50		\$33,663.05	
09/08/2015	CHECK #41835	-\$1,253.93		\$32,409.12	
09/08/2015	CHECK #41829	-\$1,001,45		\$31,407.67	
09/08/2015	CHECK #16323	-\$443.52		\$30,964.15	
09/08/2015	CHECK #16320	-\$180.00		\$30,784.15	
09/09/2015	AMEX EPayment ACH PMT	-\$13,990.39		\$16,793.76	
09/09/2015	CHECK #16334	-\$10,000.00		\$6,793.76	
09/09/2015	CHECK #41832	-\$1,004.71		\$5,789.05	
09/10/2015	PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 1198		\$150,000.00	\$155,789.05	
09/11/2015	8.28.15 CHECK #16317 PAID AS \$108.00, SHOULD BE \$180.00	-\$72.00		\$155,717.05	
09/11/2015	CHECK #41840	-\$1,894.39		\$153,822.66	
09/11/2015	CHECK #41839	-\$150.00		<b>\$1</b> 53 <b>,672.66</b> 101	



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Transaction Activity (continued)					
Transaction Date	Description	Debits	Credits	Balance	
09/14/2015	CHECK #41830	-\$2,536. <b>37</b>		\$1 <b>51</b> ,136.29	
09/14/2015	CHECK #16340	-\$1,312.50		<b>\$149,823.7</b> 9	
09/14/2015	CHECK #16341	-\$360.00		\$149,463.79	
09/14/2015	CHECK #16342	-\$180.00		\$149,283.79	
09/14/2015	CHECK #16326	-\$103.62		\$149,180.17	
09/15/2015	MBFS.COM AUTO PAY	-\$1,585.12		\$147,595.05	
09/15/2015	CHECK #16339	-\$120,797.77		\$26,797.28	
09/17/2015	Chetrit Gr00481U TAXIMPOUN	-\$12,915.84		\$13,881.44	
09/17/2015	CHECK #16344	-\$300.00		\$13,581.44	
09/18/2015	Chetrit Group L BILLING	<b>-</b> \$56.25		\$13,525.19	
09/18/2015	CHECK #41845	-\$1,098.76		\$12,426.43	
09/18/2015	CHECK #41856	-\$1,529.86		\$10,896.57	
09/18/2015	CHECK #41853	-\$1,253.94		\$9,642.63	
09/18/2015	CHECK	-\$1,182.02		\$8,460.61	
09/18/2015	CHECK #41859	-\$1,125.81		\$7,334.80	
09/18/2015	CHECK #41852	-\$817,87		\$6,516.93	
09/18/2015	CHECK #41860	-\$361.03		\$6,155.90	
09/18/2015	CHECK #41851	-\$353.62		\$5,802.28	
09/21/2015	TRNS FROM 5220001550 PER MICHAEL WEISS		\$300,000.00	\$305,802.28	
09/21/2015	CHECK #41849	-\$6,793.60		\$299,008.68	
09/21/2015	CHECK #16355	-\$3,750.00		\$295,258.68	
09/21/2015	CHECK #41861	-\$2,661.99		\$292,596.69	
09/21/2015	CHECK #41858	-\$1,894.37		\$290,702.32	
09/21/2015	CHECK #16363	-\$1,328.44		\$289,373.88	
09/21/2015	CHECK #7	<b>-\$1,0</b> 01.46		\$288,372.42	
09/21/2015	CHECK #16331	-\$260.00		\$288,112.42	
09/21/2015	CHECK #16337	-\$180.00		\$287,932.42	
09/22/2015	CHECK #16376	-\$1,312.50		\$286,619.92	
09/22/2015	CHECK #16379	-\$1,000.00		\$285,619.92	
09/22/2015	CHECK #16351	<b>-</b> \$15,000.00		\$270,619.92	
09/22/2015	CHECK #41844	<b>-\$3,09</b> 3.13		\$267,526.79	
09/22/2015	CHECK #15679	-\$2,500.00		\$265,026.79	
09/22/2015	CHECK #16362	- <b>\$</b> 2,158.82		\$262,867,97	
09/22/2015	CHECK #16356	<b>-\$</b> 1,862.44		\$261,005.53	
<b>09/22/20</b> 15	CHECK #350269	-\$1,484.50		\$259,521.03	
09/22/2015	CHECK #41850	~\$1,004 <i>.</i> 71		\$258,516.32	
09/22/2015	CHECK #16347	-\$584.57		<b>\$257,931.75</b> 102	



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Transaction Activi	ity (continued)			
Transaction Date	Description	Debits	Credits	Balance
09/22/2015	CHECK #16372	-\$487.00		\$257,444.75
09/22/2015	CHECK #16304	-\$260.00		\$257,184.75
09/22/2015	CHECK #41857	<b>-\$150</b> .00		\$257,034.75
09/22/2015	CHECK #16349	-\$150.00		\$256,884.75
09/22/2015	CHECK #16361	-\$148.82		\$256,735.93
09/23/2015	CHECK #16359	-\$23,018.79		\$233,717.14
09/23/2015	CHECK #16387	-\$2,500.00		\$231,217.14
09/23/2015	CHECK #16381	-\$2,500.00		\$228,717.14
09/23/2015	CHECK #16386	-\$2,500.00		\$226,217.14
09/23/2015	CHECK #41854	<b>-</b> \$2,202.35		\$224,014.79
09/23/2015	CHECK #16385	-\$1,500.00		\$222,514.79
09/23/2015	CHECK #16365	-\$1,016,46		\$221,498.33
09/23/2015	CHECK #16377	-\$1,000.00		\$220,498.33
09/23/2015	CHECK #16346	-\$848.50		\$219,649.83
09/23/2015	CHECK #16352	<b>-\$74</b> 5.01		\$218,904.82
09/23/2015	CHECK #16357	-\$736.87		\$218,167.95
09/23/2015	CHECK #16350	-\$626.70		\$217,541.25
09/23/2015	CHECK #16371	-\$360.00		\$217,181.25
09/23/2015	CHECK #16353	-\$326.89		\$216,854.36
09/23/2015	CHECK #16364	<b>-</b> \$167.97		\$216,686.39
09/23/2015	CHECK #16360	-\$85.25		\$216,601.14
09/24/2015	CHECK #16384	-\$2,500.00		\$214,101.14
09/24/2015	CHECK #16366	-\$136.61		\$213,964.53
09/25/2015	CHECK #16369	-\$5,833.33		\$208,131.20
09/25/2015	CHECK #16389	-\$1,500.00		\$206,631.20
09/25/2015	CHECK #41848	<b>-\$2,536</b> .38		\$204,094.82
09/25/2015	CHECK #16382	-\$2,500.00		\$201,594.82
09/25/2015	CHECK #16380	-\$1,000.00		\$200,594.82
09/25/2015	CHECK #16374	-\$1,000.00		\$199,594.82
09/25/2015	CHECK #16354	-\$551.74		\$199,043.08
09/25/2015	CHECK #16358	-\$464.63		\$198,578.45
09/25/2015	CHECK #16338	-\$180.00		\$198,398.45
09/28/2015	CHECK #16388	-\$50,000.00		\$148,398.45
09/28/2015	CHECK #16348	-\$2,875.00		<b>\$145,523.45</b>
09/28/2015	CHECK #16383	-\$2,500.00	•	\$143,023.45
09/28/2015	CHECK #16367	-\$1,200.00		\$141,823.45
09/28/2015	CHECK #16368	-\$1,050.00		\$140,77 <b>3.4</b> 5
		•	•	103



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Transaction Activ	ity (continued)		_ ***	Dalamas
Transaction Date	Description	Debits	Credits	Balance
09/28/2015	CHECK #16258	-\$360.00		\$140,413.45
09/28/2015	CHECK #16343	-\$180.00		\$140,233.45
09/29/2015	CHECK #16378	<b>-</b> \$2,500. <b>0</b> 0		\$137,733.45
09/30/2015	ATM SURCHARGE REBATE		\$34.45	\$137,767.90
09/30/2015	Ending Balance		,	\$137,767.90
Debits				Amount
Date	Description			-\$1,487.60
09/01/2015	MBFS.COM AUTO PAY			-\$13,024.35
09/03/2015	Chetrit Gr0046MR TAXIMPOUN			-\$56.25
09/04/2015	Chetrit Group L BILLING		÷	-\$2,632.07
09/08/2015	AMEX EPayment ACH PMT			-\$13,990,39
09/09/2015	AMEX EPayment ACH PMT			-\$72.00
09/11/2015	8.28.15 CHECK #16317 PAID AS \$108.00	), SHOULD BE \$180.00		- <b>\$</b> 1,58 <b>5</b> .12
09/15/2015	MBFS.COM AUTO PAY			-\$12,915.84
09/17/2015	Chelrit Gr00481U TAXIMPOUN			-\$56.25
09/18/2015	Chetrit Group L BILLING			-400.23
Credits		,		Amount
Date	Description			\$4,900.82
09/08/2015	DEPOSIT	ON A COOUNT ENDING IN 110	Ω	\$150,000.00
09/10/2015	PER CLIENT REQUEST TRANSFER FR		0	\$300,000.00
09/21/2015	TRNS FROM 5220001550 PER MICHAE	T AAE199		\$34.45
09/30/2015	ATM SURCHARGE REBATE			<del>+</del>
Checks Cleared		Check Number	Check Date	Check Amount

Of J. Normhan	Check Date	Check Amount	Check Number	Check Date	Check Amount
Check Number			16275*	09/01/2015	\$1,550,00
0	09/04/2015	\$817.88			, ,
0*	09/04/2015	\$353.62	16291*	09/02/2015	\$109.00
0*	09/18/2015	\$1,182.02	16299*	09/01/2015	\$360.00
7*	09/21/2015	<b>\$1,</b> 001.46	16304 <del>*</del>	09/22/2015	\$260.00
4837*	09/08/2015	<b>\$1,4</b> 84.50	16306*	09/03/2015	\$5,000.00
15679*	09/22/2015	\$2,500.00	16308*	09/01/2015	\$1,209.80
16258*	09/28/2015	\$360.00	16310*	09/01/2015	\$196.50
16267*	09/01/2015	\$1,000.00	16313*	09/01/2015	. \$180.00
10207		· ·	16320*	09/08/2015	\$180.00
16271*	09/03/2015	\$250.00	10320	00/00/2010	Ψ100.02



Reporting Activity 09/01 - 09/30

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Checks Cleared (co	ontinued)				or . t. k.
Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
16321	09/01/2015	\$525.00	16359	09/23/2015	\$23,018.79
16322	09/01/2015	\$397.14	<b>16</b> 360	09/23/2015	\$85.25
16323	09/08/2015	\$443.52	16361	09/22/2015	\$148.82
16324	09/08/2015	\$3,500.00	16362	09/22/2015	\$2,158.82
16326*	09/14/2015	\$103.62	16363	<b>09/21/2</b> 015	\$1,328.44
16327	09/08/2015	\$4,000.00	16364	09/23/2015	\$167.97
16330*	09/04/2015	\$150.00	16365	09/23/2015	\$1,016.46
16331	09/21/2015	\$260.00	16366	<b>09/24/2</b> 015	\$136.61
16332	09/04/2015	\$360.00	16367	09/28/2015	\$1,200.00
16333	09/04/2015	\$394.58	16366	09/28/2015	\$1,050.00
16334	09/09/2015	\$10,000.00	16369	09/25/2015	\$5,833.33
16337*	09/21/2015	\$180.00	16371*	09/23/2015	\$360.00
16338	09/25/2015	<b>\$</b> 18 <b>0.</b> 00	16372	09/22/2015	\$487.00
16339	09/15/2015	\$120,797 <i>.</i> 77	16374*	09/25/2015	\$1,000.00
16340	09/14/2015	\$1,312,50	16376*	09/22/2015	\$1,312.50
16341	09/14/2015	\$360.00	16377	09/23/2015	\$1,000.00
16342	09/14/2015	\$180.00	16378	09/29/2015	\$2,500.00
16343	09/28/2015	\$180.00	16379	09 <i>1</i> 22/2015	\$1,000.00
16344	09/17/2015	\$300.00	16380	09/25/2015	\$1,000.00
16346*	09/23/2015	\$848.50	16381	09/23/2015	\$2,500.00
16347	09/22/2015	\$584.57	16382	09/25/2015	\$2,500.00
16348	09/28/2015	\$2,875.00	16383	09/28/2015	\$2,500.00
16349	09/22/2015	\$150.00	16384	09/24/2015	\$2,500.00
16350	09/23/2015	\$626.70	16385	09/23/2015	\$1,500.00
16351	09/22/2015	\$15,000.00	16386	09/23/2015	\$2,500.00
16352	09/23/2015	\$745.01	16387	09/23/2015	\$2,500.00
16353	09/23/2015	\$326.89	16388	09/28/2015	\$50,000.00
16354	09/25/2015	\$551.74	16389	09/25/2015	\$1,500.00
16355	09/21/2015	\$3,750.00	41812*	09/02/2015	\$2,536,37
16356	09/22/2015	\$1,862. <del>44</del>	41826*	09/08/2015	\$3,093.14
16357	09/23/2015	\$736.87	41827	09/03/2015	\$1,098.75
16358	09/25/2015	\$464.63	41828	09/03/2015	\$1,357.91
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Reporting Activity 09/01 - 09/30

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# ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

hecks Cleared (c Check Number	Check Date	Check Amount	- Check Number	Check Date	Check Amount
41829	09/08/2015	\$1,001.45	41848*	09/25/2015	\$2,536.38
41830	09/14/2015	\$2,536.37	41849	<b>09</b> /2 <b>1/2</b> 015	\$6,793.60
		\$6,793.60	41850	09/22/2015	\$1,004.71
41831	09/08/2015		41851	09/18/2015	\$353.62
41832	09/09/2015	\$1,004.71	41852	09/18/2015	\$817.87
41835*	09/08/2015	\$1,253.93	41853	09/18/2015	\$1,253.94
41836	09/08/2015	\$2,202.36			
41838*	09/04/2015	\$1,529.84	41854	09/23/2015	\$2,202.35
41839	09/11/2015	\$150.00	41856*	09/18/2015	\$1,529.86
41840	09/11/2015	\$1,894.39	41857	09/22/2015	\$150.00
41841	09/03/2015	\$1,125.83	41858	09/21/2015	\$1,894.37
41842	09/03/2015	\$361.03	41859	09/18/2015	\$1,125.81
41843	09/08/2015	\$2,661.99	41860	09/18/2015	\$361.03
41844	09/22/2015	\$3,093.13	<b>4186</b> 1	09/21/2015	\$2,661.99
41845	09/18/2015	\$1,098.76	350269*	09/22/2015	\$1,484.50
* Indicates skippe	d check number				
aily Balances					
Date	Amount	Date	Amount	Date	Amoun
<b>08/</b> 31/2015	\$90,561.34	09/10/2015	\$155,789.05	09/22/2015	\$256,735.9
09/01/2015	\$83,655.30	09/11/2015	\$153,672.66	09/23/2015	\$216,601.1
09/02/2015	\$81,009.93	09/14/2015	\$149,180.17	09/24/2015	\$213,964.5
09/03/2015	\$58,792.06	09/15/2015	\$26,797.28	09/25/2015	\$198,398.4
09/04/2015	\$55,129.89	09/17/2015	\$13,581.44	09/28/2015	\$140,233.4
09/08/2015	\$30,784.15	09/18/2015	\$5,802.28	09/29/2015	\$137,733.4
09/09/2015	\$5,789.05	09/21/2015	\$287,932.42	09/30/2015	\$137,767.9
ervice Charge Su Description	ımmary			·	Amount
Deactibrion				<u>.</u>	\$0.00
					\$0.00
	<u> </u>				\$0.00

\$0.00 \$0.00



400 Rella Blvd Montebello, NY 10901

#### RETURN SERVICE REQUESTED

CHETRIT GROUP LLC C/O CHETRIT GROUP LLC 512 FASHION AVE FL 15 NEW YORK NY 10018-4603

# August 2015

Reporting Activity 08/01 - 08/31

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### Contact Us

**(** 

Client Services

855-274-2800



Automated Telephone Banking

855-274-2802

. М **(** 

Mailing Address

400 Relia Blvd Montebello, NY 10901



Online Access

https://www.snb.com

#### SUMMARY OF ACCOUNTS

ACCOUNT TYPE

ANALYZED BUSINESS CHECKING

ACCOUNT NUMBER

**ENDING BALANCE** 

XXXXXX4801

\$90,561.34

# ANALYZED BUSINESS CHECKING - XXXXXX4801

#### **Account Summary**

Date

Description

08/01/2015

Beginning Balance

\$85,437.99

Average Ledger Balance Average Available Balance \$46,372.02 \$46,372.02

124 Debit(s) this period 3 Credit(s) this period \$244,842.06 \$250,000.41

3 Credit(s) this period Ending Balance

\$90,561.34

08/31/2015 Ending Balance Service Charges

\$35.00

#### Transaction Activity

Transaction Date	Description	Debits	Credits	Balance
08/01/2015	Beginning Balance			\$85,437.99
08/03/2015	CORPORATION SERV LEGAL SVCS	-\$2,500.00		\$82,937.99
08/03/2015	CORPORATION SERV LEGAL SVCS	-\$1,611.26	•	\$81,326.73
08/03/2015	MBFS.COM AUTO PAY	-\$1,487.60		\$79,839.13
08/03/2015	CHECK #16251	-\$1,653.75		<b>\$78,</b> 185.38
08/03/2015	CHECK #16252	-\$55 <b>8</b> .00		<b>\$7</b> 7,627.38
08/03/2015	CHECK #16248	-\$3,500.00		\$74,127.38
08/03/2015	CHECK #16106	-\$360.0 <b>0</b>		\$73,767.38
08/03/2015	CHECK #16227	<b>-\$287.</b> 76		\$73,479.62
08/03/2015	CHECK #16147	-\$126.00		\$73,353.62



# August 2015

Reporting Activity 08/01 - 08/31

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# ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

#### **Transaction Activity (continued)**

Transaction Date	Description	Debits	Credits	Balance
08/04/2015	CHECK #16263	-\$3,000.00		\$70,353.62
08/04/2015	CHECK #16237	-\$8,106.00		\$62,247.62
08/04/2015	CHECK #16239	-\$6,725.27		\$55,522.35
08/04/2015	CHECK #16243	-\$3,066.80		\$52,455.55
08/04/2015	CHECK #16214	-\$2,600,00		<b>\$49,855.55</b>
08/04/2015	CHECK #16236	-\$1,312.68		\$48,542.87
08/04/2015	CHECK #16234	-\$630.08		\$47,912.79
08/04/2015	CHECK #16240	-\$388.30		\$47,524.49
08/04/2015	CHECK #16233	-\$186.01		\$47,338.48
08/04/2015	CHECK #16225	-\$102.00		\$47,236.48
08/05/2015	AMEX EPayment ACH PMT	-\$5,690.63		<b>\$41,54</b> 5.85
08/05/2015	AMEX EPayment ACH PMT	-\$4,178.25		<b>\$37,</b> 367.60
08/05/2015	CHECK #16260	-\$1,000.00		<b>\$</b> 36,367.60
08/05/2015	CHECK #16249	-\$10,000.00		\$26,367.60
08/05/2015	CHECK #16231	-\$6,000.00		\$20,367.60
08/05/2015	CHECK #16219	-\$2,500.00		\$17,867.60
08/05/2015	CHECK #16259	-\$360.00		\$17,507.60
08/05/2015	CHECK #16232	-\$64.00		<b>\$17,443.60</b>
08/06/2015	Chetrit Gr0043Fo TAXIMPOUN	-\$12,832.27		. \$4,611.33
08/06/2015	CHECK #41792	-\$1,041.33		\$3,570.00
08/06/2015	CHECK	-\$1,098.76		\$2,471,24
08/06/2015	CHECK #16255	-\$702.71		\$1,768.53
08/06/2015	CHECK #16230	-\$370,99		\$1,397.54
08/06/2015	CHECK #16250	-\$190.00		\$1,207.54
08/06/2015	CHECK #16264	-\$180,00		\$1,027.54
08/06/2015	CHECK #16228	-\$5,000.00		-\$3,972.46
08/06/2015	CHECK #16256	-\$4,498.77		-\$8,471.23
08/07/2015	Chetrit Group L BILLING	-\$56.25		-\$8,527.48
08/07/2015	CHECK #41799	-\$1,253,93		-\$9,781.41
08/07/2015	CHECK #16018	-\$1,200.00		-\$10,981.41
08/07/2015	CHECK #41805	-\$1,125.82		-\$12,107.23
08/07/2015	CHECK #41798	-\$817.88		-\$12,925.11
08/07/2015	CHECK #41806	-\$361.03		-\$13,286.14
08/07/2015	CHECK #16224	-\$300.00		<b>-\$13,586.</b> 14
08/07/2015	CHECK #16261	-\$180.00		-\$13,766.14
08/10/2015	CHECK #41795	<b>-\$6,79</b> 3 <i>.</i> 60		-\$20,559.74
08/10/2015	CHECK #16253	-\$3,500.00		<b>-\$24,05</b> 9Ω₹4



Reporting Activity 08/01 - 08/31

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## ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

#### Transaction Activity (continued)

Transaction Date         Description         Debits         Credits         Bate           08/10/2015         CHECK #41807         -\$2,661.99         -\$26,72           08/10/2015         CHECK #41804         -\$1,894.38         -\$28,61           08/10/2015         CHECK #41801         -\$1,484.50         -\$30,10           08/10/2015         CHECK #16254         -\$1,209.80         -\$31,31           08/10/2015         CHECK #16265         -\$1,178.43         -\$32,48           08/10/2015         CHECK #41796         -\$1,004.71         -\$33,48           08/10/2015         CHECK #41793         -\$1,001.45         -\$34,48
08/10/2015       CHECK #41804       -\$1,894.38       -\$28,61         08/10/2015       CHECK #41801       -\$1,484.50       -\$30,10         08/10/2015       CHECK #16254       -\$1,209.80       -\$31,31         08/10/2015       CHECK #16265       -\$1,178.43       -\$32,48         08/10/2015       CHECK #41796       -\$1,004.71       -\$33,48         08/10/2015       CHECK #41796       -\$1,004.71       -\$34.49
08/10/2015 CHECK #41804 -\$30,10 08/10/2015 CHECK #41801 -\$1,484.50 -\$30,10 08/10/2015 CHECK #16254 -\$1,209.80 -\$31,31 08/10/2015 CHECK #16265 -\$1,178.43 -\$32,48 08/10/2015 CHECK #41796 -\$1,004.71 -\$33,49
08/10/2015 CHECK #41801 -\$31,31 08/10/2015 CHECK #16254 -\$1,209.80 -\$31,31 08/10/2015 CHECK #16265 -\$1,178.43 -\$32,48 08/10/2015 CHECK #41796 -\$1,004.71 -\$33,48
08/10/2015 CHECK #16254 \$1,178.43 \$32,48  08/10/2015 CHECK #16265 \$-\$1,178.43 \$-\$33,49  08/10/2015 CHECK #41796 \$1,004.71 \$33,49
08/10/2015 CHECK #16265 \$1,004.71 -\$33,49 08/10/2015 CHECK #41796 \$1,004.71 \$33,49
08/10/2015 CHECK #41/96 \$1.001.45 -\$34.49
ορ/10/2015 CHECK #41793
\$34.84
08/10/2015 CHECK #4/9/ \$0.30 -\$34.84
08/11/2015 CITIBANK XFER III_GREDIT \$0.11 -\$34.84
08/11/2015 CITIBANK XFER III_CREDIT \$0.41 -\$34.84
08/11/2015 CITIBANK XFER III_DEDII
08/11/2015 CHECK #16223 \$2.536.37 \$38.2
08/11/2015 CHECK #41/94 \$2.202.36 -\$40.42
08/11/2015 CHECK #41800 \$1,500,85 \$41.95
08/11/2015 CHECK \$1,000.00 -\$42.95
08/11/2015 CHECK #1625/ \$1,003.14 -\$46.04
08/12/2015 CHECK #4/90 \$260.00 \$260.00 \$46.30
08/12/2015 CHECK #16268 \$150.00 -\$46.49
08/12/2015 CHECK #41803 \$1.500.00 \$47.99
08/13/2015 CHECK #16266 \$48.3
08/13/2015 CHECK #16269 \$\text{\$48.3}
08/13/2015 Daily OD Fee Charge \$50.00
08/14/2015 CHECK #162/0 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$3.00
08/14/2015 Daily OD Fee Charge \$52.5
08/17/2015 MBFS.COM AUTO PAT \$1,000.00
08/17/2015 CHECK #16229 427-00 454-6
08/17/2015 Daily OD Fee Charge #7.00 -\$54.6
08/18/2015 Daily Ou Fee Charge \$1.55.6
08/19/2015 CHECK #16217
08/19/2015 Daily OD Fee Charge
* 08/20/2015 PER CLIENT REQUEST TRANSFER TRANSFE
08/20/2015 Chetrit Gr0043Fr TAXIMPOUN -\$12,832.21 \$181,4
08/20/2015 CHECK #16288 -\$1,509.38 \$179,9
08/20/2015 CHECK #41817 -\$1,253.95 \$178,7
08/20/2015 CHECK #41823 -\$1,125.82 \$177,5
08/20/2015 CHECK #41809 -\$1,098.77 \$176,4



Reporting Activity 08/01 - 08/31

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## ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

### Transaction Activity (continued)

Transaction Date	Description	Debits	Credits	Balance
08/20/2015	CHECK #41810	-\$1,041.33		\$175,451.94
08/21/2015	Chetrit Group L BILLING	-\$56.25		\$175,395.69
08/21/2015	CHECK #16282	-\$5,833.33		\$169,562.36
08/21/2015	CHECK #41816	-\$817.88		\$168 <b>,</b> 744.48
08/21/2015	CHECK #41815	<b>-\$</b> 353.63		\$168,390.85
08/21/2015	CHECK #16241	<b>-\$</b> 53.60		\$168,337.25
08/21/2015	CHECK #16242	-\$51.65		\$168,285.60
08/24/2015	CHECK #41825	-\$2,661.99		\$165,623.61
08/24/2015	CHECK #41822	-\$1,894.38		\$163,729.23
08/24/2015	CHECK #41820	<b>-\$1,529</b> ,85	,	\$162,199.38
08/24/2015	CHECK #41819	<b>-\$1,484.</b> 50		\$160,714.88
08/24/2015	CHECK #16295	-\$1,050.00		\$159,664.88
08/24/2015	CHECK #41811	-\$1,001.47		\$158,663.41
08/24/2015	CHECK #41824	-\$361.03		\$158,302.38
08/25/2015	AMEX EPayment ACH PMT	-\$5,531.20		\$152,771.18
08/25/2015	CHECK #41813	-\$6,793.60		\$145,977.58
08/25/2015	CHECK #41808	-\$3,093.14		\$142,884.44
08/25/2015	CHECK #16294	-\$274.90		\$142,609.54
08/25/2015	CHECK #41821	-\$150.00		\$142,459.54
08/26/2015	CHECK #16285	-\$1,200.00		\$141,259.54
08/27/2015	CHECK #16272	-\$770.99		\$140,488.55
08/27/2015	CHECK #16274	-\$290.61		\$140,197.94
08/27/2015	CHECK #16300	-\$180.00		\$140,017.94
08/27/2015	CHECK #16297	-\$79.97		\$139,937.97
08/28/2015	CHECK #16289	-\$23,018.79		\$116,919.18
08/28/2015	CHECK #16311	-\$3,698.32		\$113,220.86
08/28/2015	CHECK #16284	-\$1,862.44		\$111,358.42
08/28/2015	CHECK #16280	-\$1,523.65		\$109,834.77
08/28/2015	CHECK #16301	-\$1,200.00		\$108,634.77
08/28/2015	CHECK #16197	<b>-\$852.90</b>		\$107,781.87
08/28/2015	CHECK #16278	-\$707.79		\$107,074.08
08/28/2015	CHECK #16276	-\$626.70		\$106,447.38
08/28/2015	CHECK #16286	-\$437.87		\$106,009.51
08/28/2015	CHECK #16287	-\$305.96		\$105,703.55
08/28/2015	CHECK #16292	-\$238,13		\$105,465.42
08/28/2015	CHECK #16317	-\$108.00		\$105,357.42
08/28/2015	CHECK #16296	-\$33.44		\$105,32 <del>3</del> 698
		-		



Reporting Activity 08/01 - 08/31

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### ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

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t remines	<b>CLANILLIANUS</b>	5U /

Date

Description

SOLUTION OF AREA

CITIBANK XFER IIT\_CREDIT

08/20/2015 PER CLIENT REQUEST TRANSFER FROM ACCOUNT ENDING IN 1550

Amount

\$0.11 \$250,000.00

**Checks Cleared** 

08/11/2015

Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
Oneck Number	08/06/2015	\$1,098.76	16243	08/04/2015	\$3,066.80
0*	08/11/2015	\$1,529.85	1 <b>6248</b> *	08/03/2015	\$3,500.00
4790*	08/12/2015	\$3,093.14	16249	08/05/2015	\$10,000.00
4797 <b>*</b>	08/10/2015	\$353.63	16250	08/06/2015	\$190.00
16018*	08/07/2015	\$1,200.00	16251	08/03/2015	\$1,653.75
16106*	08/03/2015	\$360.00	16252	08/03/2015	\$558.00
16147*	. 08/03/2015	\$126,00	16253	08/10/2015	\$3,500.00
16197*	08/28/2015	\$852,90	16254	08/10/2015	\$1,209.80
16214*	08/04/2015	\$2,600.00	16255	08/06/2015	\$702.71
16217*	08/19/2015	\$1,000.00	16256	08/06/2015	\$4,498.77
16219*	08/05/2015	\$2,500.00	16257	08/11/2015	\$1,000.00
16223*	08/11/2015	<b>\$8</b> 33.3 <b>3</b>	16259*	08/05/2015	\$360.00
16224	08/07/2015	<b>\$300.</b> 00	16260	08/05/2015	\$1,000.00
16225	08/04/2015	\$102.00	16261	08/07/2015	\$180.00
16227*	08/03/2015	\$287.76	1 <b>6263</b> *	08/04/2015	\$3,000.00
16228	08/06/2015	\$5,000.00	16264	08/06/2015	\$180.00
16229	08/17/2015	\$2,137. <b>2</b> 5	16265	08/10/2015	\$1,178.43
16230	08/06/2015	\$370.99	16266	08/13/2015	\$1,500.00
1 <b>6231</b>	08/05/2015	\$6,000.00	16268*	08/12/2015	\$260.00
16232	08/05/2015	\$64.00	16269	08/13/2015	\$375.55
16233	08/04/2015	\$186.01	16270	08/14/2015	\$2,600.00
16234	08/04/2015	\$630.08	16272*	08/27/2015	\$770.99
16236*	08/04/2015	\$1,312.68	16273	08/31/2015	\$789.42
16237	08/04/2015	\$8,106.00	16274	08/27/2015	\$290.61
16239*	08/04/2015	\$6,725 <i>.</i> 27	16276*	08/28/2015	\$626.70
16240	08/04/2015	\$388.30	16277	08/31/2015	\$13 <b>3</b> ,50
16241	08/21/2015	\$53.60	16278	08/28/2015	\$707.79
16242	08/21/2015	\$51.65	16280*	08/28/2015	<b>\$1,523.65</b> 111



Reporting Activity 08/01 - 08/31

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### ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

thecks Cleared (c	ontinued)				<b>6</b> 1 . <b>t</b> . <b>t</b>
Check Number	Check Date	Check Amount	Check Number	Check Date	Check Amount
16282*	08/21/2015	\$5,833.33	41795	08/10/2015	\$6,793.60
16284*	08/28/2015	\$1,862.44	41796	08/10/2015	\$1,004.71
1 <b>6</b> 285	08/26/2015	\$1,200.00	41798*	08/07/2015	\$817.88
16286	08/28/2015	<b>\$</b> 437.87	41799	08/07/2015	\$1,253.93
16287	08/28/2015	\$305.96	41800	08/11/2015	\$2,202.36
16288	08/20/2015	\$1,509.38	41801	08/10/2015	\$1,484.50
16289	08/28/2015	\$23,018.79	41803*	08/12/2015	\$150.00
16290	08/31/2015	\$44.33	41804	08/10/2015	\$1,894.38
16292*	08/28/2015	\$238.13	41805	08/07/2015	\$1,125.82
16293	08/31/2015	<b>\$256.</b> 50	41806	08/07/2015	\$361.03
16294	08/25/2015	\$274.90	41807	08/10/2015	\$2,661.99
16295	08/24/2015	\$1,050.00	41808	08/25/2015	\$3,093.1
16296	08/28/2015	\$33.44	41809	08/20/2015	\$1,098.7
16297	08/27/2015	\$79.97	41810	08/20/2015	\$1,041.3
16298	08/31/2015	\$2,500.00	41811	08/24/2015	<b>\$1,001.</b> 4
16300*	08/27/2015	\$180.00	41813*	′08/25/2015	\$6,793.6
16301	08/28/2015	\$1,200.00	41814	08/31/2015	\$1,004.7
16307*	08/31/2015	\$75.00	41 <b>81</b> 5	08/21/2015	\$353.6
16309*	08/31/2015	\$3,066.80	41816	08/21/2015	\$817.8
16311*	08/28/2015	\$3,698.32	41817	08/20/2015	<b>\$1,253.</b> 9
16312	08 <i> </i> 31/2015	\$3,150.04	41818	08/31/2015	\$2,202,3
16316*	08/31/2015	\$160.00	41819	08/24/2015	\$1,484.5
16317	08/28/2015	\$108,00	41820	08/24/2015	<b>\$1,529.8</b>
16318	08/31/2015	\$180,00	41821	08/25/2015	\$150.0
16328*	08/31/2015	\$1,200.00	41822	08/24/2015	\$1,894.3
41792*	08/06/2015	<b>\$1,041.33</b>	41823	08/20/2015	<b>\$1,</b> 125.8
41793	08/10/2015	\$1,001.45	41824	08/24/2015	\$361.0
41794	06/11/2015	\$2,536.37	41825	08/24/2015	\$2,661.9

<sup>\*</sup> Indicates skipped check number

#### **Daily Balances**

Date	Amount	Date	Amount	Date	Amount
07/31/2015	\$85,437.99	08/03/2015	\$73,353.62	08/04/2015	<b>\$47</b> 236.48



Reporting Activity 08/01 - 08/31

Page 8 of 18

### ANALYZED BUSINESS CHECKING - XXXXXX4801 (continued)

<b>Daily Balance</b>	s (continued)
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Date	Amount	Date	Amount	Date	Amount
08/05/2015	\$17,443.60	08/14/2015	-\$50,943.23	08/25/2015	\$142,459.54
08/06/2015	-\$8,471,23	08/17/2015	-\$54,672.60	08/26/2015	\$141,259.54
08/07/2015	-\$13,766.14	08/18 <i>/</i> 2015	-\$54,679.60	08/27/2015	\$139,937.97
08/10/2015	-\$34,848.63	08/19/2015	-\$55,686.60	08/28/2015	\$105,323.98
08/11/2015	-\$42,950.54	08/20/2015	\$175,451.94	08/31/2015	\$90,561.34
08/12/2015	-\$46,453.68	08/21/2015	\$168,285,60		
08/13/2015	-\$48,336,23	08/24/2015	<b>\$</b> 158,30 <b>2.</b> 38		
00/10/40.0					

rvice Charge Summary  Description	Amount
	\$0,00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total Service Charge	\$35.00

# **EXHIBIT K**

## IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

CF 135 FLAT LLC, CF 135 WEST MEMBERS LLC, and THE CHETRIT GROUP LLC,

Case No.

Plaintiffs,

-against-

TRIADOU SPV S.A. and CITY OF ALMATY, a foreign city,

Defendant.

#### NOTICE OF REMOVAL

Matthew L. Schwartz Randall W. Jackson Daniel G. Boyle

Boies, Schiller & Flexner LLP 575 Lexington Avenue New York, NY 10022 Telephone: 212-446-2300 Facsimile: 212-446-2350

#### TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that, on this date, defendant the City of Almaty, Kazakhstan ("Almaty"), by its undersigned counsel, files this Notice of Removal pursuant to 28 U.S.C. § 1452, removing this entire action from the Supreme Court of the State of New York, County of New York (the "State Court Action"), to the United States District Court for the Southern District of New York. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332.

In support of this Notice of Removal, Almaty states as follows:

#### THE INTERPLEADER COMPLAINT

- 1. On July 7, 2015, Almaty was notified of an interpleader complaint filed against it by CF 135 FLAT LLC, CF 135 West Member LLC, and the Chetrit Group ("Plaintiffs") in the State Court Action. A copy of that interpleader complaint in the State Court Action is attached hereto as Exhibit A.
- 2. Plaintiffs filed this interpleader complaint in the State Court Action to resolve the proper distribution of at least \$21,000,000.00 in funds resulting from the sale of an interest in real property in the City of New York.
- 3. On August 4, 2014, Plaintiffs and defendant Triadou SPV. S.A. ("Triadou") entered into an agreement whereby Triadou would assign to Plaintiffs a 37.5% interest held by Triadou in the Flatotel building, located at located at 135 W 52nd St, New York, NY (the "Flatotel"). In consideration for this assignment, Plaintiffs agreed to pay Triadou \$21,000,000.00, in four installment payments.
- 4. Almaty objects to this assignment, and contends that the assets which Triadou used to purchase this interest in the Flatotel were the rightful property of the

people of Almaty, embezzled by a family of corrupt public servants and then laundered through foreign shell corporations before being invested in New York real estate.

- 5. In 2008, Almaty and other departments of the government of the Republic of Kazakhstan began a series of investigations into the family of Viktor Khrapunov, the former mayor of Almaty, based on allegations that Mr. Khrapunov had abused his position to transfer public assets to himself and his family members. Almaty and other governmental authorities subsequently discovered that Mr. Khrapunov had looted an estimated \$300 million during his tenure as mayor, funneling these assets through his family members into foreign holding companies. In response to this investigation, Mr. Khrapunov fled Kazakhstan to reside in Switzerland, and has not returned to answer these charges.
- 6. Through law enforcement cooperation with authorities in Switzerland, Almaty and other departments of the government of the Republic of Kazakhstan traced Mr. Khrapunov's ill-gotten assets to a series of shell corporations. Almaty discovered that Triadou was one of these corporations, used to launder Mr. Khrapunov's and his associates' embezzled assets by purchasing real estate investments in the United States.
- 7. As a result, Almaty contends that Triadou's assets, including its interest in the Flatotel or any profits from the disposition of the same, are the rightful property of the people of Almaty, and that any transfer of that interest was a fraudulent conveyance at a below-market rate, intended to frustrate Almaty's recovery of those assets.
- 8. Almaty notified Plaintiffs of its objections to the assignment and its claims to Triadou's assets as the products of embezzled or converted public funds.
  - 9. Plaintiffs have failed to make any installment payments under the

assignment agreement as these payments came due, and Triadou has filed a series of separate actions in New York state courts, seeking summary judgment and payment of these obligations. Those actions are *Triadou SPV S.A. v. CF 135 FLAT LLC, et al.*, No. 653462/2014 (Nov. 10, 2014); *Triadou SPV S.A. v. CF 135 FLAT LLC, et al.*, No. 650239/2015 (Jan. 26, 2015); *Triadou SPV S.A. v. CF 135 FLAT LLC, et al.*, No. 154681/2015 (May 11, 2015).

10. Faced with competing claims as to the validity and disposition of Triadou's assignment of its interest in the Flatotel, Plaintiffs filed the instant interpleader complaint. See Ex. A, at ¶ 10-11.

#### GROUNDS FOR REMOVAL

- This Court has jurisdiction over the State Court Action under 28 U.S.C. § 1332(a) because (i) there is complete diversity of citizenship between Plaintiffs and Defendants Triadou SPV S.A. and Almaty, and (ii) more than \$75,000, exclusive of interest and costs, is at stake.
- 12. Plaintiff CF 135 FLAT LLC is a Delaware limited liability company, with a place of business at 512 Seventh Avenue, 15th Floor, New York, New York, 10018, and is authorized to conduct business in the state of New York. See Ex. A, at ¶ 2.
- 13. Plaintiff CF 135 West Member LLC is a Delaware limited liability company, with a place of business at 512 Seventh Avenue, 15th Floor, New York, New York, 10018, and is authorized to conduct business in the state of New York. See Ex. A, at ¶ 3.
  - 14. Plaintiff the Chetrit Group is a New York limited liability company, with a

place of business at 512 Seventh Avenue, 15th Floor, New York, New York, 10018, and is authorized to conduct business in the state of New York. See Ex. A, at ¶ 4.

- 15. Defendant Triadou SPV S.A. is a special purpose investment vehicle formed under the laws of the Grand Duchy of Luxembourg, with addresses at 3, Rue du Mont-Blanc, 1201 Genève Switzerland and 40 Wall Street, New York, New York 10005. See Ex. A, at ¶ 5.
- 16. Defendant Almaty is a foreign city located in the Republic of Kazakhstan.

  See Ex. A, at ¶ 6.
- The amount in controversy is at least \$21,000,000.00, well in excess of the statutory requirement of \$75,000.00. The State Court Action concerns the assignment of an interest in real property for \$21,000,000.00, to be paid in four installments of \$5,250,000.00. See Ex. A, at ¶ 10.
- 18. This Notice of Removal is being filed within 30 days of July 7, 2015, the date that defendant Almaty received the interpleader complaint in this matter. Removal is therefore timely in accordance with 28 U.S.C. § 1446(b).
- 19. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1441(a) and 1446(a) because the United States District Court for the Southern District of New York is the federal judicial district that embraces the County of New York, where the State Court Action is pending.
- 20. By this Notice of Removal, Defendant Almaty does not waive any objections it may have as to service, jurisdiction, or venue, or any other defenses or objections it may have to this action. Almaty intends no admission of fact, law or liability by this Notice, and expressly reserves all defenses and rights, including whether the

claims are arbitrable.

Dated:

July 9, 2015

Respectfully Submitted,

BOIES, SCHILLER & FLEXNER LLP

Matthew & Schwartz

Randall W. Jackson Daniel G. Boyle

Boies, Schiller & Flexner LLP 575 Lexington Avenue New York, NY 10022 Telephone: 212-446-2300

Facsimile: 212-446-2350

# **EXHIBIT L**

UNITED STATED DISTRICT COURT SOUTHERN DISTRICT OF NEW YORKX	
CF 135 FLAT LLC, CF 135 WEST MEMBER LLC, and THE CHETRIT GROUP LLC,	

Plaintiffs,

Docket No. 1:15-cv-05345(AJN)

AMENDED INTERPLEADER

**COMPLAINT** 

-against-

TRIADOU SPV S.A. and CITY OF ALMATY, a foreign city,

Defendants.	
	X

Plaintiffs CF 135 Flat LLC, CF 135 West Member LLC, and The Chetrit Group LLC ("Plaintiffs"), by their attorneys, Sukenik, Segal, & Graff, P.C., as and for their amended interpleader complaint in this action, allege as follows:

#### NATURE OF ACTION

1. This is an interpleader action by Plaintiffs to determine which of the defendants, Triadou SPV S.A. or the City of Almaty, Kazakhstan, should be paid the disputed sum of \$21,000,000.00, and to discharge Plaintiffs from further liability to defendants upon deposit of the disputed sum with the Court.

#### THE PARTIES

- 2. Plaintiff CF 135 Flat LLC ("CF 135") is a Delaware limited liability company, with a place of business at 512 Seventh Avenue, 15th Floor, New York, New York, 10018, and is authorized to conduct business in the State of New York.
  - 3. Plaintiff CF 135 West Member LLC ("CF") is a Delaware limited liability

company, with a place of business at 512 Seventh Avenue, 15th Floor, New York, New York, 10018, and is authorized to conduct business in the State of New York.

- 4. Plaintiff The Chetrit Group LLC ("Chetrit") is a New York limited liability company, with a place of business at 512 Seventh Avenue, 15th Floor, New York, New York, 10018, and is authorized to conduct business in the State of New York.
- 5. Upon information and belief, defendant Triadou SPV SA ("Triadou") is a corporation formed under the laws of the Grand Duchy of Luxembourg, with an address at 40 Wall Street, New York, New York 10005.
- 6. Upon information and belief, defendant City of Almaty ("Almaty") is a foreign city located in the country of Kazakhstan.
- 7. This Court has jurisdiction over this dispute under CPLR 302, CPLR 303, and BCL 307, and venue is proper pursuant to CPLR 503.

#### FACTUAL BACKROUND

- 8. On or about August 4, 2014, Triadou and CF 135 entered into a written agreement (the "Agreement"), whereby Triadou assigned its 37.5% ownership interest in CF to CF 135, and CF 135 agreed to pay Triadou a total of \$21,000,000.00 in four installment payments of \$5,250,000.00.
- 9. On or about August 4, 2014, CF and Chetrit executed a written guaranty (the "Guaranty") of certain of the Agreement's obligations.
- Triadou has alleged, by way of four separate court actions pending in the Supreme Court of New York, New York County, that Plaintiffs have failed to make each the four installment payments due under the Agreement and the Guaranty. On such basis, Triadou alleges that Plaintiffs presently owe it \$21,000,000.00 in principal.

- Almaty and that Triadou's assignment of its interest in CF was a fraudulent conveyance designed the frustrate Almaty's recovery of the stolen funds. On such basis, Almaty has alleged that it, not Triadou, is the party which should recover from Plaintiffs, and that it is entitled either to the assigned interest or the value of such interest.
- 12. Almaty raised these specific allegations, and made clear its intent to commence suit to undo Triadou's assignment and to recover from Plaintiffs, during a June 25, 2015 meeting between Almaty's New York counsel, Boies, Schiller & Flexner LLP ("Boies, Schiller") and Plaintiffs' undersigned counsel, Sukenik, Segal & Graff, P.C. ("SSG").
- 13. Because Triadou and Almaty have competing and adverse claims against Plaintiffs arising from the subject assignment, Plaintiffs commenced this offensive interpleader action, naming Almaty and Triadou as defendants, on July 7, 2015.
- York, County of New York. Following Plaintiffs' commencement of this action in state court, Alamty filed a Notice of Removal removing this action to federal court. In paragraphs 7-8 of the Notice of Removal, Almaty alleges that Triadou's assignment was an improper fraudulent transfer and that Almaty has given Plaintiffs notice of its claims against them.
- 15. At another meeting between Boies, Schiller and SSG on July 23, 2015, Almaty's attorneys showed Plaintiffs' attorneys a draft complaint setting forth the causes of action which Almaty will raise against Plaintiffs in this action. One such cause of action seeks to undo Triadou's assignment as a fraudulent conveyance under New York Debtor and Creditor Law and to recover the value of the assigned interest from Plaintiffs.

- 16. Plaintiffs cannot be liable to both Plaintiff and Almaty for the assignment. Either Triadou's assignment of its interest in CF to CF 135 was valid or it was invalid. If the assignment was valid, Plaintiffs must pay Triadou \$21,000,000.00, but owe Almaty nothing. If the assignment was improperly made, Plaintiffs may not owe Traidou anything, but may be liable to Almaty for the value of the improperly assigned interest.
- 17. Plaintiffs admit that the sum of \$21,000,000.00 is due and owing either to Triadou or to Almaty. However, Plaintiffs are unable to determine to whom such sum should be paid and which of the defendants is entitled thereto. As a result of such adverse claims, Plaintiffs are or may be exposed to double liability.
- 18. As a condition of being discharged from this action and from further liability to either defendant, Plaintiffs are ready, willing, and able to pay the sum of \$21,000,000.00 to whichever defendant the court shall adjudge is entitled thereto, or to pay the money into court to await the determination thereof.

#### WHEREFORE, Plaintiffs demand judgment that:

- 1. Defendants be required to interplead each other concerning their claims to the disputed sum.
- 2. Defendants be restrained and enjoined from commencing any actions on the disputed sum.
- 3. Plaintiffs be permitted to pay the amount of the disputed sum into court, and upon such payment into court, be discharged from any further liability to any of the parties to this action.
- 4. Plaintiffs have such other and further relief as to the court may seem just and proper together with the costs and disbursements of this action, including reasonable attorneys' fees, to

be paid out of the amount due in dispute.

Dated: August 14, 2015

New York, New York

Yours, etc.

SUKENIK, SEGAL & GRAFF, P.C.

David C. Segal, Esq.

Attorneys for Plaintiffs
404 Fifth Avenue, 5th Floor

New York, New York 10018

(212) 725-9300

# **EXHIBIT M**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: IAS PART 58
TRIADOU SPV S.A.,

Plaintiff,

-against-

Index No. 154681/15 650239/15 653462/14 156907/15

CF 135 FLAT LLC, CF 135 WEST MEMBER LLC, and THE CHETRIT GROUP LLC,

Defendants.

Donna Mills, J.:

These are related breach of contract actions and motions for summary judgment in lieu of complaint, arising from an agreement between plaintiff, Triadou SPV S.A. (Triadou) and defendant CF 135 Flat LLC (CF 135 Flat), whereby Triadou agreed to sell to CF 135 Flat all of Triadou's interests in defendant CF 135 West Member LLC (CF 135 West). The purchase price was \$28 million, to be paid in installments.

In the action commenced under index No. 653462/14, defendants move, in motion sequence No. 004, to vacate a judgment of this court, in plaintiff's favor, dated February 3, 2015 (February 3rd judgment), for \$5,250,000. In motion sequence No. 005, in the same action, defendants move for a stay of enforcement of the February 3rd judgment.

In the action commenced under index No. 650239/15, defendants

move, in motion sequence No. 003, to vacate a judgment of this court in plaintiff's favor, dated April 15, 2015 (April 15th judgment), for \$5,250,000. In motion sequence No. 004, in the same action, defendants move for a stay of enforcement of the April 15th judgment.

In the action commenced under index No. 154681/15, plaintiff moves, pursuant to CPLR 3213, for an order granting summary judgment in lieu of complaint, \$5.25 million, for a payment which allegedly came due on April 1, 2015. Defendants cross-move, pursuant to CPLR 3211(a)(10), for an order dismissing the action for failure to join a necessary party.

In a letter dated July 23, 2015, defendants requested that the court stay the actions under index Nos., 653462/14, 650239/15, 156907/15 and 154681/15. The request for a stay arises from defendants' commencement of an action for interpleader in this court, which was subsequently removed to federal court.

For the reasons stated below, the request for a stay is granted and the actions are stayed for 120 days, provided that defendants demonstrate, within 20 days of service of a copy of this order with notice of entry, that they have paid the \$21 million at issue in these actions into either this court, pursuant to CPLR \$2601, or into the federal court pursuant to the federal

interpleader statute.

#### Background

On August 4, 2014, Triadou and CF 135 Flat executed an agreement (Agreement) whereby Triadou agreed to assign and sell to CF 135 Flat all of Triadou's rights, title and membership interest in CF 135 West for \$28 million. CF 135 West is the owner of the real property located at 135 West 52nd street in Manhattan. purchase price was to be paid in installments, including, relevant here, four payments of \$5.25 million each, totaling \$21 million. On August 4, 2014, CF 135 West and defendant The Chetrit Group LLC unconditionally agreement executed а guaranty (Chetrit) guaranteeing the prompt and complete payment of each of the amounts set forth in the Agreement.

The first payment of \$5.25 million was due on or before November 2, 2014. After not receiving payment, plaintiff commenced an action for summary judgment in lieu of complaint, under index No. 653462/14. In an order dated February 3, 2015, this court granted plaintiff's motion and directed the entry of a judgment for \$5.25 million. On July 13, 2015, this court issue an order temporarily restraining Triadou from enforcing this judgment, pending the outcome of the various motions at issue here, including

defendants' motions to stay each of the actions.

On January 26, 2015, Triadou commenced an action for summary judgment in lieu of complaint, under index No. 650239/15, seeking the \$5.25 million payment which was due on January 1, 2015. On April 15, 2015, this court granted plaintiff's motion and directed the entry of a judgment for \$5.25 million. Again, on July 13, 2015, this court issued an order temporarily restraining Triadou from enforcing this judgment.

In the meantime, on May 8, 2015, Triadou commenced another action for summary judgment in lieu of complaint, under index No. 154681/15, seeking the \$5.25 million payment which was scheduled to come due on April 1, 2015. Defendants cross-moved to dismiss for failure to join a necessary party.

Specifically, defendants' cross motion contends that Triadou failed to join the city of Almaty, Kazakhstan (Almaty) as a necessary party. Defendants assert that Almaty is a necessary party based on a letter received by defendants, dated April 30, 2015, from the attorneys for Almaty (Letter). The Letter states that Almaty had commenced an action in federal court in California, against its former mayor Viktor Khrapunov and members of his family, including his son Iliyas. As discussed below, Almaty alleges that, among other things, Khrapunov and his family

embezzled approximately \$300 million from Almaty, and laundered the money through numerous foreign shell corporations, including Triadou, before eventually investing the money in New York real estate.

The Letter stated that, as a result, Almaty was claiming an interest in CF 135 West, and was demanding that all parties refrain from taking any action with respect to that interest. The Letter also stated that Almaty was prepared to intervene in the various actions commenced in this court.

On July 9, 2015, Triadou commenced another action for summary judgment in lieu of complaint, under index No. 156907/15, seeking the \$5.25 million payment which was scheduled to come due on June 30, 2015.

In the meantime, on July 7, 2015, CF 135 Flat, CF 135 West and Chetrit, as plaintiffs, commenced an interpleader action in this court, under index No. 156834/15, against Triadou and the City of Almaty. In the interpleader complaint, the plaintiffs, who are defendants here, "admit that the sum of \$21,000,000.00 is due and owing either to Triadou or to Almaty." Interpleader complaint, \$13. However, they state that they "are unable to determine to whom such sum should be paid and which of the defendants is entitled thereto." Id. As such, they contend that they "are or may be

exposed to double liability." Id. They also state that they are willing to deposit the money into court, to await determination as to whether Triadou or Almaty is entitled to it. Id.,  $\P$  14.

On July 9, 2015, Almaty filed a Notice of Removal of the interpleader action to the United States District Court for the Southern District of New York. In its Notice of Removal, Almaty states that it objects to the assignment, by Triadou, which is at issue in the instant actions. It states that the assets which Triadou originally used to purchase its interest in CF 135 West were the rightful property of the people of Almaty, "embezzled by a family of corrupt public servants and then laundered through foreign shell corporations before being invested in New York real estate." Notice of Removal, ¶ 4.

Almaty states that, in 2008, it and other departments of the government of the Republic of Kazakhstan "began a series of investigations into the family of Viktor Khrapunov, the former mayor of Almaty, based on allegations that Mr. Khrapunov had abused his position to transfer public assets to himself and his family members." Id., § 5. It further states that "Almaty and other governmental authorities subsequently discovered that Mr. Khrapunov had looted an estimated \$300 million during his tenure as mayor, funneling these assets through his family members into foreign

holding companies." Id. Almaty states that the embezzled funds were traced to a series of shell corporations including Triadou. Id.,  $\P$  6.

As such, Almaty contends that Triadou's assets or any profits from the disposition of such assets are the rightful property of Almaty, and that any transfer of that interest would constitute a fraudulent conveyance at a below-market rate, intended to frustrate Almaty's recovery of those assets. Id.,  $\P$  7.

#### Request for Stay of Actions

Defendants now request that this court stay the instant actions pending resolution of the interpleader action. Defendants concede that they owe \$21 million to either Triadou or Almaty but contend that a stay of the instant actions is necessary to avoid potential double liability in the event that the court in the interpleader action determines that the money should be paid to Almaty.

Pursuant to CPLR 2201, the court has the discretion to "grant a stay of proceedings in a proper case, upon such terms as may be just." See Asher v Abbott Labs., 307 AD2d 211, 211 (1st Dept 2003). In deciding whether to grant a stay of one action in favor of another, the court will examine certain factors, including

duplication of effort, waste of judicial resources, and the possibility of inconsistent rulings in the absence of a stay, as well as any possible prejudice to the non-moving party. See OneBeacon Am. Ins. Co. v Colgate-Palmolive Co., 96 AD3d 541 (1st Dept 2012). The court will also examine whether the issues, the relief sought, and the parties in the two actions, are substantially identical. Asher v Abbott Labs., 307 AD2d at 211. In deciding whether to stay a New York action in favor of an action in federal court, the court will also consider issues of comity, orderly procedure, and judicial economy. Id.

Here, the court finds that, for several reasons, a stay of the instant proceedings is appropriate, pending disposition of the interpleader action.

First, there is a substantial identity of parties because the instant defendants are the plaintiffs in the interpleader action and Triadou, the plaintiff here, is a defendant in the interpleader action. Moreover, while Almaty has not yet been joined in the instant actions, it has expressed its intent to intervene in these actions if necessary, and it is a defendant in the interpleader action.

The court also finds that there is a substantial identity of issues and relief sought to the extent that both the instant

actions, and the interpleader action, will determine whether defendants have to pay the \$21 million to Triadou or not.

As set forth above, defendants have conceded owing the money, but seek a determination as to which party is entitled to that money. Clearly, a possibility of inconsistent rulings exists since, in the instant actions, this court has already granted judgments in Triadou's favor whereas the court in the interpleader action may determine that the money is properly payable to Almaty.

The court also finds that a stay would avoid a duplication of effort and waste of judicial resources, and would pay due consideration to judicial comity.

As to the issue of prejudice to Triadou, that can be avoided by compelling defendants to pay the \$21 million into court, in order to protect Triadou's interest in the judgments which it has already received as well as its interest in the pending motions for summary judgment in lieu of complaint. Triadou has already asserted in this action that defendants should be compelled to pay the money at issue into court, in order to protect Triadou's interests. Further, as set forth above, defendants have stated in the interpleader complaint that they are prepared to deposit \$21 million into court, which would encompass the four installment payments at issue in the various actions which Triadou has

commenced.

The parties disagree as to whether defendants will be required to pay the money into the district court under the statutes and rules pertaining to interpleader in federal court, and that issue has not yet been determined in that court. Therefore, the court finds that, in order to avoid prejudice to Triadou, defendants must pay the \$21 million into this court, pursuant to CPLR § 2601, within 20 days of service of a copy of this order with notice of entry. If necessary, defendants may seek to modify this order at such time as they can demonstrate that the money must be paid into the district court.

Accordingly, it is

ORDERED that the motion for a stay proceedings is granted to the extent of staying further proceedings in the actions commenced under index Nos. 156907/15, 154681/15, 650239/15 and 653462/14, except for an application to vacate or modify said stay, provided that defendants pay \$21 million into this court within 20 days of service of a copy of this order with notice of entry; and it is further

ORDERED that either party may make an application by order to show cause to vacate or modify this stay upon the final determination of the action/proceeding known as CF 135 Flat LLC, CF

135 West Member LLC, and The Chetrit Group LLC v Triadou SPV S.A. and City of Almaty, index No. 156834/15, pending before the United States District Court for the Southern District of New York; and it is further

ORDERED that the movant is directed to serve a copy of this order with notice of entry on the Trial Support Office (Room 158).

DATED: 2/2/16

ENTER:

J.S.C.

# **EXHIBIT N**

#### Cascas: 4.5:45-053953A51ABNHPD obcorroument 110B49-16ile Fille Fil

Case 1:15-cv-05345-AJN Document 99 Filed 02/19/16 Page 1 of 2

### BOIES, SCHILLER & FLEXNER LLP

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MATTHEW L. SCHWARTZ Tel.: (212) 303-3646

E-mail: mlschwartz@bsfllp.com

February 19, 2016

#### VIA ECF

Hon. Alison J. Nathan United States District Judge Southern District of New York 40 Foley Square, Room 2102 New York, New York 10007

> Re: CF 135 Flat LLC et al. v. Triadou SPV S.A., et al., No. 15 Civ. 5345 (AJN) (SN)

#### Dear Judge Nathan:

We represent the City of Almaty and BTA Bank ("the Kazakh Entities"). We write in response to Your Honor's Order of February 18, 2016 [ECF No. 97], regarding the application of Plaintiffs CF 135 Flat LLC, CF 135 West Member LLC, and the Chetrit Group LLC (collectively, the "Chetrit Group") for a stay of the February 3, 2016 Decision and Order of New York State Supreme Court Justice Donna Mills [ECF No. 94].

The Kazakh Entities agree that the State Court proceedings should be stayed in favor of this action, which (as that Court acknowledged) subsumes the issues before the New York State court. Indeed, the Kazakh Entities strongly believe that litigating the various claims amongst the parties in a single forum – this Court – is preferable to the piecemeal litigation in various forums that some parties have advocated.

As for that aspect of Justice Mills' order that would require the Chetrit Group to deposit \$21 million either with this Court or the State Court: while the Kazakh Entities would certainly not object to the security of having those funds deposited with this Court, the Chetrit Group seems to be correct that the Federal Rules do not require as much. Further, the Kazakh Entities have little doubt that there is sufficient equity in the Flatotel development to satisfy any judgment against the interpleaded funds.

More to the point, to the extent that the State Court imposed depositing the interpleaded fund into a court as a condition of staying the State Court actions, the Kazakh Entities believe

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that the State Court proceedings should be stayed whether or not the funds are deposited. Further, the Kazakh Entities believe that the State Court actions should be stayed during the full pendency of this action, and not for the limited duration contained in Justice Mills' order. In short, the Kazakh Entities join in the Chetrit Group's application that this Court stay the State Court proceedings.

Thank you for your consideration.

Respectfully,

/s/ Matthew L. Schwartz
Matthew L. Schwartz
Randall W. Jackson

cc: BY ECF

All counsel of record